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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The City of London Solicitors' Company.

THE DINNER of the City of London Solicitors' Company, with its large gathering of notable guests, proved a very interesting function. It might have been expected that Lord BIRKENHEAD would carry somewhat further the disclosure of his reforming zeal given in his *Times* articles recently, but he did little except rule out a general election this year. That, however, is a matter on which the forecasts of politicians are specially liable to be upset. Possibly the Law of Property Bill was too severe a subject for after-dinner oratory, and there is really nothing to be added to the Lord Chancellor's declaration already made that he means to see it through. But here the question of a general election becomes very relevant. A quiet sea will likely enough float the ship home this year, and then we shall all have to learn the new law while being careful not to forget the old. But stormy political waters may leave it water-logged. There is, however, as Lord BIRKENHEAD has himself said, a continuity in management of reforms of this kind which insures that they shall not be lost merely by political changes.

Lord Reading and Success at the Bar.

UNTIL LORD READING has actually left this country for India his appearance on such an occasion as the City of London Solicitors' Company's dinner must necessarily be something of a retrospect and a forecast—a looking back at the influences which placed him so rapidly at the head of the profession, a forecast of the critical task which awaits him in the East. Looking back on his own career, Lord READING said the barrister has to wait until somebody has found him, and he himself had not to wait long. For that matter the barrister who merely waits is in hopeless case unless he has family or social influence. Without these, he has to see that somebody does find him, and this he can do by his own efforts steadily applied—though it may take years. But after all, what is most important in such an occasion is the attention it calls to the work of the Company, and on this the

Master of the Rolls was rightly eloquent. The City of London Solicitors' Company is doing good work for the profession in many ways, and it is doing it well, and the gathering of so many distinguished guests is a fitting tribute to the success of the Company. We have always taken the view that the solicitor's function is to enable the world, with all its complications of business, family and social affairs, to carry on, and the solicitors of the City of London occupy in this respect an eminent place.

The Passing of Excess Profits Duty.

THE CHANCELLOR of the Exchequer has taken the unusual course of announcing in advance of his Budget statement that Excess Profits Duty is not to be renewed. He admits that it was open to great objections. "It was," he says, "to a large extent arbitrary in its incidence. It was not altogether equitable between one taxpayer or one business and another. It tended, especially at high rates, to encourage extravagance in industry and to discourage enterprise, and the only justification for it was to be found in the crucial need for money and in the fact that at a time when most people were suffering loss of income certain people through the same cause (the war) were earning abnormal profits." But the passing of the duty is not, it seems, to be without complications somewhat akin to those which have attended its life. Thus it is not to be withdrawn for all businesses simultaneously, but all businesses, except those begun since the commencement of the war, will pay for a period of seven years beginning in the first accounting period in which they fell within the scope of the tax. In the case of businesses commenced since the outbreak of the war, Mr. AUSTEN CHAMBERLAIN proposes that the duty shall not run beyond 31st December last. He did not promise any relief in respect of income tax; indeed, he contented himself with saying that the abolition of Excess Profits Duty would not lead to the imposition of any new taxes, and though hopeful people make and publish calculations showing that a reduction of the rate is possible, the prospect in that direction cannot be said to be rosy.

The Legal Difficulties of Excess Profits Duty.

EXCESS PROFITS DUTY, besides furnishing an abundance of work for accountants, both official and non-official, will have left its mark in numerous decided cases. It was introduced by the Finance (No. 2) Act, 1915, and was imposed on the profits of trades and businesses generally, but with an express exception of professions the profits of which are dependent mainly on personal qualifications. One of the most interesting decisions under this exception is *Inland Revenue Commissioners* v. *Maxse* (1919, 1 K.B. 647) with respect to a contributor-proprietor's remuneration for his articles. A whole series of cases arose in the Chancery Division in connection with agreements under which managers of businesses were to receive a share of net profits. Of course, income tax in such a case is not deducted; was Excess Profits Duty on the same footing or not? After much difference of opinion the Court of Appeal in *Patent Castings Syndicate* v. *Etherington* (1919, 2 Ch. 254) distinguished Excess Profits Duty from income tax, and held that there were no net profits till it had been deducted. These are only instances of the questions which have helped to keep the courts busy. There were, too, Munitions Exchequer Payments, which were imposed by the Munitions of War Act, 1915, on the profits of the owners of controlled establishments. But after 31st December 1916 this levy was merged in Excess Profits Duty, and outstanding claims were passed over to the Inland Revenue Commissioners for collection under the Munitions (Limitation of Profits) Rules, 1915, the Amendment Rules of 1917, and the Munitions Exchequer Payment Rules, 1917. The whole body of rules relating to Munitions Exchequer Payments and Excess Profits Duty form a set of provisions of great complexity, and the task of advising upon them has not proved an easy one.

Contracting out of the Rent Restriction Act.

AN IMPORTANT decision against contracting out of the Increase of Rent, &c. (Restrictions) Act, 1920, has been given by the Court of Appeal (BANKES, SCRUTTON and ATKIN, L.JJ.) in *Barton & Mitchell* v. *Fincham* (*Times*, 9th inst.). The defendant, a tenant of a house at a weekly rent, agreed with the plaintiffs, who were the assignees of the landlord, to surrender the house on 29th September, 1920, in consideration of a payment of £20, and, in pursuance of the arrangement, she gave notice to quit. But on 29th September she refused to go, and the plaintiffs issued a summons for possession in the Bow County Court. This was successful, and an order for possession was made, and an appeal to the Divisional Court (LUSH and MCCARDIE, JJ.) was dismissed. Now a tenant is not bound to go simply because he has given notice to quit. This is clearly recognised by s. 5 (1) (*c*), which provides that, in order to enable the landlord to recover possession in such a case, certain other conditions must be satisfied. The landlord must in some way be prejudiced by the notice; where, for example, he has on the faith of it contracted to sell or let the house. So the only question is whether the defendant had put herself outside the Act by agreeing to give up possession, and on this the judges in the Divisional Court differed, so that the appeal to that Court was dismissed. But the Court of Appeal decided it in the defendant's favour on a very simple ground. The Act does not deal at all with agreements between the parties. It is, indeed, based on interference with contracts. And in s. 5 it places a clear restriction on the power of the Court to make an order for possession. This cannot be done save in a series of excepted cases, and it follows that, for a landlord to obtain an order, he must bring himself within one of the excepted cases. This the plaintiffs in the present case had not done; the tenant's agreement to give up possession is not an excepted case; hence the Court had no jurisdiction to make an order for possession, and the appeal was allowed. The reasoning is so simple when pointed out that it is a little surprising it was not discovered in the Courts below. But then people are always missing the obvious, and there was, apparently, a serious question of public policy which we deal with elsewhere.

Frivolous Criminal Appeals.

IN THE COURT of Criminal Appeal on Monday, Mr. Justice AVORY commented with severity on what he described as the practice of large numbers of convicted persons who bring "frivolous appeals," and thereby waste the time of the court. To mark the court's disapprobation of this practice, he dated the sentence from the date of the appeal and not from that of the conviction, an unusual but by no means novel course; the court has taken this means of penalising such appeals on two or three previous occasions. The whole question of frivolous appeals, however, requires careful analysis and consideration. Such appeals fall into a number of very distinct and different classes. The first consists of murder appeals. Every man sentenced to death appeals almost as a matter of course, partly in the hope of some chance escape—drowning men clutch at straws—and partly because it is very difficult to petition the Home Secretary to exercise the prerogative of mercy unless the prisoner has first exhausted his regular legal remedies. The second consists of appeals by men sentenced to the "cat"; here, too, an appeal is almost inevitable. The third class is that of appeals against severe sentences of penal servitude or imprisonment; it is hardly fair to call an appeal "frivolous" merely because the accused believes that he has received far too severe a sentence. A fourth class consists of appeals against the verdict by men really innocent but the victims of circumstances—one hopes this class is small, but we fear that it exists. Every now and then a case occurs, *e.g.*, the famous Adolf Beck case, which resulted in the establishment of a Court of Criminal Appeal, in which a man who appeared unquestionably guilty is able afterwards to prove his innocence. But such men can only succeed in disproving guilt by some extraordinarily fortunate coincidence, and such coincidences only happen occasionally. The law of probabilities, then, would seem

to show that there must be many innocent men who have not succeeded in establishing their innocence. Lastly comes the class of desperate and artful dodgers who gamble on the chance of an appeal proving successful. This last is the only class whose appeals are really frivolous.

Remedies for Excessive Appeals.

WE THINK that various reforms in our law would cause a diminution in the number of cases which at present come before the Court of Criminal Appeal. Take, for instance, our first class—murders. There are all sorts of murders: some are purely technical, due to the archaisms of our law; others are the result of extreme provocation, not recognised as such in our rather harsh system of homicide-jurisprudence: whereas others are "*crimes passionels*" often committed by men far from wicked or abandoned. Only a few murders are really the deliberate acts of hard and selfish men anxious for gain; the poisoners, of course, are the chief occupants of this last gallery. Now the earlier of those groups we have enumerated consist of men who feel that they do not deserve death. A large body of public opinion agrees with their view, as is shown by the frequent recommendations to mercy of the trial juries, and the reverent attendance of bare-headed crowds outside the place of execution. Yet, in our somewhat rigid system, such men are executed almost as a matter of course. The prerogative of mercy seems to be exercised only in the case of women, as such, and of a few very unusual cases of male murderers. A great deal is to be said for revising our system by giving the jury a definite right to say, if they choose, that the death sentence is not to be passed. There are two ways of doing this. One is the French method, by which juries can bring in a verdict of "attenuating circumstances," in which case the death sentence cannot be imposed by the court. The other method is that common in most American States, where murder may be either of the first, the second, or the third degree; only in the case of a verdict of "first degree," can the death sentence be passed. On the whole it seems not undesirable to confer on English juries the same powers in this respect possessed by their French and American brethren. The result would be, no doubt, gradually to eliminate the death sentence except in the case of those crimes which deeply shock the public conscience.

Minor Improvements in Criminal Jurisprudence.

A FEW MINOR changes in our criminal law and procedure would also tend to diminish excessive appeals. We are decidedly of opinion for instance, that the trial judge ought not to be the sole judge whether or not a sentence of "flogging"—that harsh and inevitably degrading punishment—should be passed on a fellow-creature. Such a power is too great to trust to any one man. Moreover it is a real degradation that one man should pass such a sentence on another; it suggests the attitude of slave owning, rather than of the judge. A sentence of corporal punishment passed by a body of men is somewhat less degrading; the social nature of the judicial act make a certain difference—even if a small one. We would therefore suggest that in all cases in which the law permits a sentence of "flogging," the verdict of the jury should have two alternative forms, either "guilty," or guilty "with aggravating circumstances"; and that only when the jury finds the latter verdict should the court be empowered—not, of course, compelled—to pass a sentence of corporal punishment. Of course, too, the various cases in which such sentences can be passed, by some historical anomaly, for trivial offences ought to be abolished; there is no excuse for retaining "flogging" as a punishment for offences under the Vagrancy Acts. Again, we would suggest that "flogging" should only be permitted in the case of second and subsequent offences; the first offender should be given a *locus pœnitentiæ*. Indeed, probably most really enlightened jurists have long ago come to the conclusion that, in the case of men, as in the case of women, flogging ought to be altogether abolished; it is essentially a degradation to the dignity of manhood and it is very doubtful whether it really acts as a deterrent to any marked extent. But public opinion is not yet in favour of conceding to men the personal dignity which for a hundred years has been granted to women as a matter of course; and, probably, the reforms we suggest would mark the greatest advance in the direction of humanitarian legislation which the present generation is prepared to accept.

The New Courts of Judicature in Ireland.

ATTENTION HAS been called by Lord SHANDON in a letter to *The Times* of the 8th inst. to the increase of expense which will be caused by the duplication of services under the Government of Ireland Act, and he instances in particular the duplication of courts resulting from the division of Ireland. Under s. 38 the Supreme Court of Judicature in Ireland ceases to exist, and there is established in Southern Ireland the Supreme Court of Judicature of Southern Ireland, and a like Court for Northern Ireland. By ss. 39 and 40 each Supreme Court will consist of a High Court of Justice and a Court of Appeal. Then, by s. 42, the High Court of Appeal for Ireland is established, consisting of the Lord Chancellor of Ireland and the Lord Chief Justices of Southern and Northern Ireland, with, in certain cases, other Judges. An Appeal will lie to this Court from any decision of the Courts of Appeal in Southern and Northern Ireland (s. 43). And, finally, an appeal will lie from the High Court of Appeal to the House of Lords in cases where an appeal now lies from the existing Court of Appeal to the House of Lords. Thus, at a time when the general tendency is to restrict the number of possible appeals, the effect of the Government of Ireland Act is to add one more step in the progress of litigation up to the House of Lords. Questions as to the validity of Acts of Parliament and as to other constitutional matters may be referred by the Lord Lieutenant or Secretary of State to the Judicial Committee of the Privy Council. It may be that this complicated system—a system which Lord SHANDON criticizes as likely to prove an expensive burden—will only be temporary; but for the present it would look as if the paucity of work in the Northern and Southern Judicatures would be even more pronounced than in the Irish Courts hitherto existing. The judgments of the Irish Judges are held in great respect in this country, but it has never, we believe, been suggested that the Judges are over-worked.

The Former Irish House of Lords.

THIS RECONSTITUTION of the Irish Courts with the retention—though at one step further removed—of the appeal to the House of Lords, makes it interesting to recall the vicissitudes through which the right of ultimate appeal has passed. For more than two centuries after POYNING'S Law of 1495 had reduced the Irish Parliament to a state of dependence on the English Parliament, the Irish House of Lords asserted its independence as the Court of Final Appeal for Ireland, and this led in 1719 to a curious conflict, the story of which is told in LECKY'S "History of Ireland in the Eighteenth Century" (Vol. I, p. 447). A suit of *Sherlock* v. *Annesley* for the recovery of land in Kildare was decided in favour of the defendant, but the Irish House of Lords, on appeal, reversed the decision. ANNESLEY appealed to the English House of Lords to which occasionally appeals had been taken from the Irish Court of Chancery. The English House of Lords resolved to assert its power. It reversed the decision of the Irish House and ordered the Irish Court of Exchequer to put ANNESLEY into possession. The Court of Exchequer obeyed, but it was for the Sheriff of Kildare to execute the order and he was too good an Irishman to go against the House of Lords of his own country. He was fined £1,200, and brought his case before the Irish House of Lords. That House first took the opinion of the Judges, and this being in favour of its having final jurisdiction in Ireland, it asserted its right by resolution, applauded the conduct of the Sheriff of Kildare, and sent—so says LECKY—the Barons of the Exchequer to prison. But the controversy was closed, unsatisfactorily enough, by superior force, and an Act was passed denying the appellate jurisdiction of the Irish House of Lords. But fifty years brought

a temporary reversal of this result. Under the pressure of the Irish Volunteer Movement and by the efforts of GRATTAN, the independence of the Irish Parliament was restored in 1782, and at the same time the Irish House of Lords regained the right of final judicature, only to lose it again, however, at the Union.

The Press conception of "Portia."

WE NOTICE that whenever a lady acts as forewoman of the jury, or as a chairman of justices, or as her own advocate when a litigant in person, the daily press describes her as a "Portia." This is a pardonable inaccuracy, but it is really a curious misconception of SHAKESPEARE'S great masterpiece. "Portia" in the "Merchant of Venice" did not act either as advocate or a judge. She came as a witness, an expert witness in law, according to the all but universal mediæval custom whereby either side could put into the witness-box expert witnesses to prove their view of the law—just as is still done in English Courts in a case where foreign law has to be proved. The doctor of laws, who had taken his degree in one of the recognised mediæval universities, was an admissible expert witness as to the Canon Law and the Civil Law wherever the Roman Law was in use. On the other hand the Common Law, or local custom of any State in Christendom, could not be proved by means of an expert witness in the laws. It was originally proved by the finding of a jury as to the universality of the "custom of the realm"; then the judges assumed the right to "declare" the Common Law; and finally it became purely a matter of judicial interpretation. But the Civil Law and the Canon Law were the same throughout Europe, not local customs, and could only be proved by a *Doctor juris civilis* or a "*Doctor juris canonici*" as the case might be; he was a witness called either by the parties or by the Court to assist it. It was in this capacity, of course, that the young Doctor of Bologna, in whose guise Portia appeared, gave evidence as to the law of usury.

The Agriculture Act, 1920.

I.—The Management of Land.

The Commencement and Continuance of the Corn Production Act, 1917.—The first part of the Agriculture Act consists of amendments of the Corn Production Act, 1917. That was a temporary measure designed to give effect to the first Report of Lord SELBORNE'S Committee, and by Part I it provided a minimum price for wheat and oats; by Part II it secured a minimum wage for agricultural workmen; by Part III it prohibited the raising of agricultural rents in consequence of the Act; and by Part IV power was conferred on the Board of Agriculture to enforce proper cultivation. By s. 19 (2) the Act, except as otherwise provided, was to come into operation on 21st August, 1917, and to continue in force until the end of 1922 and no longer, unless in the meanwhile Parliament made provision for its continuance. Exceptional provision as regards Part IV was made by s. 11 (3), since the subject-matter of that part was already temporarily covered by the powers of D.O.R.A. and the Cultivation of Lands Order, 1917, and it was not intended that those powers and the powers conferred on the Board of Agriculture by the Act should be in force at the same time. Hence s. 11 (3) provided that the food supply regulations under D.O.R.A. should cease to operate on 21st August, 1918, or at the termination of the war, whichever was the earlier, and thereupon Part IV was to come into operation.

Events shewed that this took too hopeful a view of the termination of the war, and on 8th August, 1918, the Corn Production (Amendment) Act, 1918, was passed, by which a new sub-section was substituted for s-s. (3) of s. 11, the effect of which was to keep the food supply regulations on foot till the termination of the war, and Part IV of the Act of 1917 was not to come into operation until that event, subject to certain special provisions in regard to notices served under D.O.R.A. so as to make the arbitration proviso of s. 9 (1) apply. By the present Act, the Amendment Act of 1918 is repealed, and the following provision is substituted:—

> "9. Part IV of the Act of 1917 shall, if not in operation at the date of the commencement of this Act, come into operation on that date, and the powers continued in operation by sub-section (3) of section eleven of the Act of 1917 as amended by the Corn Production (Amendment) Act, 1918, shall, if they have not previously ceased, cease on that date, except in relation to any land of which the Minister [of Agriculture] is on that date in possession by himself or any person deriving title from him, or any land to which on that date sub-section (2) of section thirty of the Land Settlement (Facilities) Act, 1919, applies."

Under the provision last referred to a local authority which, at the termination of the war, is exercising powers under Defence of the Realm reg. 2L, in respect of land of which it is owner or occupier, may continue to exercise those powers for two years from the termination of the war; but, subject to the excepted cases, D.O.R.A. came to an end in respect of agricultural land on 23rd December last, the date of the passing of the Act, and agriculture is now regulated, both as regards protection for farmers and the State control of the management of land, by the Corn Production Act, 1917, as amended by the present statute. But, as so amended, the Act of 1917 has not the permanence of an ordinary statute; that is, it does not continue in force until repealed by another Act of Parliament. Under the proviso to s. 1 (1) of the present Act it may be repealed by Order in Council made on an address presented by both Houses of Parliament, and in that case it will cease to be in force on the expiration of the fourth year subsequent to the year in which the Order is made. Presumably "year" refers to the calendar year, so that if an Order were made in 1922, the Corn Production Act would cease to operate on 31st December, 1926, but s. 1 (2) of the present Act contains an express saving for rights already acquired before the date of termination.

The Policy of the Corn Production Act.—We do not, of course, propose to discuss the policy of the Act of 1917 as amended by the present Act. It is a question of economics and of the relative social conditions of the industrial and agricultural classes, and does not fall within the scope of our comments. But it is important to bear in mind that the policy is based upon the report of Lord SELBORNE'S Committee, and that it has the two-fold object of preventing a return to the depressed state of agriculture which characterized the last quarter of the Nineteenth Century, and also to secure a reasonably sufficient home supply of food in the event of another national emergency. On the first point the Committee said:—

> "We are of opinion that the conditions of agriculture must be made so stable that out of its profits the agricultural labourer can be assured a fair wage, the cultivator of the soil a fair return for his capital, energy, and brains, and the landowner a fair return for the capital invested in the land, and we believe that this stability can never exist so long as there is a possibility of a recurrence of the prices of the late period of depression."

And on this opinion are based the provisions of the Act of 1917, as now amended, with respect to the guaranteed prices for wheat and oats, and to the minimum rates of agricultural wages. We need not state at any length the opinion of Lord SELBORNE'S Committee on the necessity for securing an increase in the home-grown food supply. It is summarized in the following passage from the report:—

> "In any future crisis like the present war this country must be wholly independent of oversea supplies of corn, potatoes or dairy produce, and it must be less dependent on overseas supplies of meat than it is now, and, if the measures we recommend are continuously carried out, the dependence of this country on overseas supplies of food will become continuously less during the years of peace, with the result that on the outbreak of war, and by carrying out the plans of the Board of Agriculture carefully matured in times of peace specifying the crops to be grown, the country would become self-sufficient in the foodstuffs named after the first subsequent harvest in respect of the cultivations for which these plans had been carried out. With sufficient land under the plough and in good heart this is a perfectly practicable policy. Without a sufficient increase of arable land it is not practicable."

As we have said, the economics, and also the politics of this view are not the subject of discussion here, but in considering the construction and effect of the Acts of 1917 and 1920 it is interesting to bear in mind the principles on which they are based.

(To be continued.)

The Effect of Public Policy on the Legality of Contracts.

We deal elsewhere with the main result of the case of *Barton and Mitchell* v. *Fincham* (*Times*, 9th inst.) on the Rent Restriction Act, but it is worth while to consider in more detail the point as to waiver of statutory rights which arose in it.

The tenant of a house protected by the Rent Restriction Act had agreed with her landlord to surrender her tenancy in consideration of a payment by him of twenty pounds; she signed an agreement to that effect, gave him notice that she would quit at the end of one month, and received the sum agreed. Then she changed her mind and refused to go and he brought an action for the recovery of possession.

The County Court Judge in granting an order for possession took the broad ground that the tenant had got twenty pounds by waiving her statutory rights, and was estopped from setting them up. On appeal his decision stood because the two judges in the Divisional Court, Lush, J., and MacCardie, J., took opposite views as to the law. Mr. Justice Lush was strongly of opinion that it was quite opposed to "public policy" to permit the parties, landlord and tenant, to contract out of the statutory protection afforded to the house. Mr. Justice MacCardie, on the other hand, after a most elaborate and learned analysis of the effect of public policy in the construction of numerous statutes, held that interference with freedom of contract is more opposed to public policy than the protection of tenants who surrender their tenancy for a consideration which they afterwards feel to be inadequate, like Esau who gave up his birthright for a mess of pottage. He therefore held that the rule of public policy compelled him to construe an ambiguous statute in favour of "contracting out," and not against "contracting out." He even read into s. 5, which taken literally appears to prohibit the grant of orders for recovery of possession affecting statutory houses except in the seven cases therein set forth, an implied exception in favour of cases in which the tenant had contracted out of his or her statutory rights for a consideration.

The Court of Appeal had then to determine the issue as between two very able and learned judges who took diametrically opposite views, and defended their views in powerful judgments almost with the heat of passion, although with the courtesy of judicial brethren. Questions of public policy seem to arouse exceptional strength of sentiment even in the cold bosoms of the King's Bench Judges. But in the Court of Appeal all three judges contrived to agree; this Court was a strong one, consisting of Lords Justices Bankes, Scrutton, and Atkin. The simple point taken by all the Judges was that s. 5 has limited the jurisdiction of the court to make orders for possession; it cannot make such orders at all except where the conditions precedent prescribed by that section are proved to its satisfaction. Therefore the landlord and tenant cannot give it jurisdiction by contracting out of the statutory prohibition. But incidentally, although not necessary to the judgment which reversed the courts below and reinstated the tenant in possession of her house, each of the three learned judges indicated approval of the view that "contracting out" of the statutes is opposed to public policy. Lord Justice Scrutton pointed out that, if a landlord and tenant can contract out of the statute *after* the tenancy has come into existence, there seems no reason why they should not contract out of it *before* the tenancy comes into existence; the effect of which would be that, whenever a house becomes vacant, landlords would re-let only subject to a "contracting out" clause, and so exclude all future tenants from the benefits of statutory protection.

It will be seen, then, that four very learned judges—Bankes, Scrutton and Atkin, L.JJ., and Mr. Justice Montague Lush—are evidently somewhat out of sympathy with the famous *obiter* of the late Lord Justice Farwell in *Hyams* v. *Stuart King* (1908, 2 K.B. 696) which is usually considered to have stated the modern rule of interpretation with force and elegance. The fifth judge, Mr. Justice MacCardie, quoted the classical *obiter dicta* and gave them his fullest and heartiest adhesion. "The doctrine of public policy," said the late Lord Justice in language which is probably very familiar to our readers, "is regarded nowadays as one rather for the legislature than the courts, although the courts will not shrink from acting on it if the contract sought to be enforced leads to immorality or crime." It would appear, then, that the language of Lord Justice Farwell, just quoted, is somewhat too strong; and that, in the interpretation of statutes at any rate, learned judges will on occasion give somewhat greater weight to considerations of public convenience as affecting legality of free contract in the shape of "contracting out" of the Act than has recently been supposed. A consideration of the cases in which our courts have applied, each in a different compartment of legal relations, this rule of "illegality based on contrariety to public policy" may therefore be useful here.

The categories of contracts condemned as illegal because opposed merely to public policy, as distinct from contracts which have an unlawful or criminal object and those which are *contra bonos mores*, would appear to be five in number. These are as follows:—

(1) *Agreements to interfere with the course of justice.*—The classical instance is that of an agreement, however innocent, to indemnify one who has given bail, and the leading case is *Consolidated Exploration and Finance Company* v. *Musgrave* (1900, 1 Ch. 37).

(2) *Agreements to secure public appointments, privileges, and peerages.*—The classical instance is a settlement with a gift-over in the event of the possessor for the time being of the estates having died without securing the title of Marquis or Duke: *Egerton* v. *Earl Brownlow* (1853, 4 H.L.C. 1). Curiously enough, in *Re Wallace* (1920, 2 Ch. 274), a similar settlement and gift-over where the object was a baronetcy, not a peerage, has been upheld as good, on the ground that a baronetcy, unlike a peerage, is a mere title of honour and confers no legal rights or privileges as such.

(3) *Agreements which tend to interfere with or unduly limit the lawful action of individuals.*—The classical instance is a contract in general restraint of marriage (*Lowe* v. *Peers*, 1768, 4 Burr. 2225), but it is otherwise, as is well known, with settlements conditional on refraining from marrying a named individual.

(4) *Agreements to pay for bringing about a marriage.*—These are commonly called "Marriage-Brocage Agreements," and the *locus classicus* is *Hermann* v. *Charlesworth* (1905, 2 K.B. 123).

(5) *Agreements in restraint of trade*, unless (1) reasonable as between the parties, and (2) free from injurious effects on the public. We cannot discuss here the complication of this class of case which has been elucidated by a flood of recent decisions.

The above would seem to exhaust all the commonly accepted and recognised cases in which our courts have interfered with freedom of contract. Of course, contracting out of a statute is on a somewhat different footing. But the recent tendency of our courts, in the absence of an express prohibition of "contracting out" in the statute itself, has been to lean strongly against the implication of such a prohibition into the statute. In his judgment in the case on which we are commenting, Mr. Justice MacCardie reviewed a very large number of recent statutes, *e.g.*, the Employers' Liability Acts and the Agricultural Holdings Acts, in which the point has arisen as one of statutory construction, and showed that the courts nowadays lean very strongly against any interpretation of a statute, not expressed in clear terms, which prevents parties affected by it from contracting out of their statutory rights—provided always those rights are private, not public, in their nature.

Apart from the interpretation of statutes in connection with which this question has arisen, it has also been affirmed as a common law rule in a very well-known leading case, *Printing and Numerical Registering Co.* v. *Sampson* (1875, 44 L.J., Ch. 705). This is one of Sir George Jessel's best known decisions. Here, one of the vendors of a patent covenanted with a company, the purchasers, to assign to them on their request all future patent rights which he might thereafter acquire of a like nature to the patent sold. He afterwards took out a patent for an invention of a like nature and refused to assign it. His plea, when sued, was that the agreement to assign all his future inventions of a like nature discouraged him from exercising his inventive powers and so was opposed to public policy. A generation before this

contention would almost certainly have been upheld; certainly the restraint is considerable and the public mischief seems clear and unmistakable. But JESSEL, M.R., had no hesitation whatever about refusing to give effect to this plea; he held decidedly that the agreement was not contrary to public policy.

The reason Sir GEORGE JESSEL gave for his view was a very lofty one, and has become classical. Put briefly, he held that there is a paramount public policy not lightly to interfere with the freedom of contract: this paramount policy must outweigh all except the gravest and most indisputable of lesser public policies to the contrary. "If there is one thing," he said, "which more than another public policy requires, it is that men of full age and competent understanding shall have the utmost liberty of contracting, and that their contracts, when entered into freely and voluntarily, shall be held sacred and shall be enforced by Courts of Justice. Therefore you have this paramount public policy to consider—you must not interfere lightly with freedom of contract": *Printing and Numerical Registering Co.* v. *Sampson*, (*supra*). With this classical utterance often quoted before, but which cannot in our opinion be too frequently quoted or too often called to recollection, we may fitly close these remarks.

The New West Indian Court of Appeal.

THE creation of a Court of Appeal for the whole of our West Indian Colonies, which has just been effected by virtue of His Majesty's Prerogative, the Fountain of Justice, marks an exceedingly interesting step in the further development of our colonial judiciary. Hitherto such Courts of Appeal have been confined to our great Self-governing Dominions, and have come into existence upon the grant to the dominion of a Federal Constitution. Neither Canada, nor Australia, nor South Africa had a common Court of Appeal until the comparatively recent enactment in each of these three great Federations of one united federal Constitution. Until 1900, for example, when the Commonwealth of Australia Act of that year united six independent States into one Dominion with a common Parliament and a common Executive, there was no Australian Court of Appeal to which appeals lay intermediate between the State Court of Appeal and the Privy Council Committee. Appeals went direct from the Victorian or Tasmanian local Court of Appeal to His Majesty's Board in London. Now, of course, there is an Australian High Court, which not only must be resorted to by appellants before proceeding to a further appeal to the Judicial Committee, but which in a vast and ever-increasing number of cases is the final Court of Appeal. The same tendency shows itself, although not so markedly, in Canada and South Africa.

But hitherto no similar federal Court of Appeal has existed in any of our Crown Colonies and Dependencies. Take India for example. India has nearly a dozen high courts or full courts, according to the *status* of her provinces, which have appellate jurisdiction each in its own province. But there is no Indian Court of Appeal. Appeals from Bengal or Madras or Bombay or the Punjab, or any other province go direct from the Provincial High Court, in its appellate branch, to the Privy Council Committee. Not only is this so, but there is not even one common bar for the whole of India. A local *vakil* is admitted only to practice in his own province. If a Bengal lawyer wishes to practise in Bombay or Madras he must get separately admitted as a pleader in each of those Presidencies. It is true that a member of the Inns of Court, complying with certain conditions, can be enrolled in any of these presidency High Courts as a practitioner: that is why half the members admitted to the English Bar are gentlemen from India. But there is no local Court of Appeal for India with power to admit to practice throughout the whole Indian Empire pleaders of whose capacity and character it is satisfied.

What is true even of so united and individual a land as India, which has one common civil service, is still more true of our vast chain of little colonies all round the world. Chief justices and courts of appeal abound in our Crown Colonies, one for each little colony or small federation of a few provinces. But hitherto any attempt to create one united bar and one united Court of Appeal for any great group of Crown Colonies with united interests and similar problems, *e.g.*, West Indies or Malaysia or Chinese Settlements or African Crown Colonies, has not been essayed. The native litigant dissatisfied with local justice has no alternative but to incur the gigantic expense of an appeal to the Privy Council Committee.

The creation of the newly-opened West Indian Court of Appeal, therefore marks an era. It is the result of a spontaneous local demand from every one of the heterogeneous colonies, each independent of the others, which make up the Britains of the Spanish Main. It is undoubtedly connected with the recent desire for a West Indian Federation which has been steadily pushed by the local chambers of commerce in every West Indian island for at least a quarter of a century. It is, no doubt, also connected with another growing movement—the claim of representative government by these colonies. By the irony of fate, although now entirely deprived of representative and responsible institutions, the West Indies were the first of our colonies to possess such. Barbadoes and the Bermudas have parliaments, now no longer elective, but formerly free and representative, which date back to the beginnings of the seventeenth century. Negro emancipation, and the removal of disabilities based on colour, necessarily for a time led to the suppression of democratic freedom in the West Indies. A franchise confined to white planters meant oligarchy and oppression; one entrusted to the overwhelming black population meant retrogression to barbarism. You cannot hand over government holus-bolus to men who yesterday were slaves. But a century of education and gradual progress in civilization has transformed the coloured races of the West, and nowadays it is generally conceded that some tentative return to representative colonial institutions must be attempted in the lands of the Caribbean Sea.

The West Indian Court of Appeal sits at Trinidad and contains representatives of the judiciary of every independent West Indian colony. Trinidad is a flourishing and populous island off the coast of Venezuela. She is situated at the mouth of the Orinoco and so is the emporium for the trade of that great river-basin. With the opening of the Panama Canal her importance has been multiplied tenfold. She has become the Singapore of the Caribbean Sea. A former Spanish colony, with the Roman law as her fundamental basis of jurisprudence, Trinidad has long possessed a flourishing legal profession and far more litigation than any other West Indian colony. Alone among these colonies she has preserved the separation of the two branches of the profession; her bar is distinct from the profession of solicitors. The Chief Justiceship of Trinidad has long been the prize of ambitious West Indian judges and attorney-generals.

The colonies which in future fall within the jurisdiction of the new Court of Appeal, and in whom, therefore, no unsuccessful litigant can now appeal direct to the Privy Council Committee, are nine in number. Three of these are rich and populous and possess semi-elective institutions; they are Trinidad, Jamaica, and Barbadoes. Other four consist of little federations, each containing a myriad of small islands and one or two large ones, namely, the Windward Islands, the Leeward Islands, the Bahamas, and the Bermudas. The two remaining are pure Crown colonies, tracts of land on the coast of America, namely, British Guiana and British Honduras.

These colonies are in three different stages of Crown tutelage, varying with their size and importance. The less advanced ones are pure Crown colonies; the governor does all acts and appoints all officials. The intermediate colonies have nominated legislatures, where the governor is assisted by a council whose members are half officials, half civilians, but all appointed by him, not elected. The three most advanced have councils partly elective, partly nominated, but in which the official element predominates. Not one has any powers of self-government. But it is recognised that this must soon be changed, and the new West Indian Court of Appeal is a step in that direction.

Reviews.

County Court Practice.

THE ANNUAL COUNTY COURT PRACTICE, 1921. 40th Edition. 2 volumes. By His Honour Judge RUEGG, K.C. Sweet & Maxwell; Stevens and Sons. 42s.

This annual volume retains the wonted features and merits which have won a reputation for preceding editions. The passing of the County Courts Act, 1919, and the promulgation of a large number of new County Court Rules made thereunder have necessitated, of course, considerable addition to and alteration of the present edition. The various provisions of the 1919 Act have been inserted and dealt with in the Principal Act of 1888, but the statute is also printed in full at pp. 237–249, a convenient duplication of matter. The result is that all the statutes giving jurisdiction to County Courts, so far as in force, now follow each other in serial order, an improvement on the arrangement adopted in previous volumes. Emergency legislation appears in the curious form of a prefix, not an appendix. The recent cases appear to have been fully incorporated in the text. Altogether the work is in every way up to date and useful.

Solicitors' Forms.

JONES' SOLICITORS' FORMS. Volume III. Revised and completed by T. S. DUFFILL. Effingham Wilson. 6s.

This little book is the third volume of the late Mr. Charles Jones' useful treatise on "Practical Forms for Solicitors." Mr. Jones was himself at one time a solicitor's clerk and produced a series of able books, extremely useful to barristers, solicitors, and law-clerks, but originally intended to meet the special requirements of the third of those three classes. Mr. Jones' "Solicitor's Clerk," and "County Court Guide" are familiar in every law-office, and his "Practical Forms" deserve equal celebrity. Certainly they are most useful. Volumes I and II dealt with common law and chancery forms; the present volume covers such miscellaneous matters as bankruptcy, probate, and estate duty practice. The forms are given preceded in each case by a simple introductory explanation of the law, and followed by useful notes elucidating difficulties. References are given to text-books, statutes and cases. The whole is admirably done. We know no short book in which elementary practice can be learned from so extremely workmanlike a series.

Landlord and Tenant.

SIX LECTURES ON THE LAW OF LANDLORD AND TENANT. By EDGAR FOÀ, Barrister-at-Law. Third Edition. Law Times Office. 10s. 6d.

Mr. Foà's treatise on Landlord and Tenant is one of the few twentieth century law books which have become classics, and these brief lectures show the same touch of the master-hand in exposition and also method which mark the treatise. A clear grasp of the essential principles of the archaic contract of "Tenancy" will be obtained by every intelligent student who peruses these pages. But we regret the absence of a seventh lecture expounding with all the author's lucidity the recent Rent Restriction Acts. These are omitted because mere temporary legislation; but they are likely to last as long as the present excellent edition of Mr. Foà's lectures, which will soon be out of print.

Investments.

THE 100 BEST INVESTMENTS. 1921. February Supplement. With Special Article entitled "Unemployment and the Investor." The British, Foreign & Colonial Corporation, Ltd. 1s. net.

The article on Unemployment and the Investor with which this Investment Guide opens contains various suggestions as to the future course of business which the intending investor will no doubt ponder well. If prices have touched a low level, and are now about to soar again, it may or may not be good for the investor—about that we do not presume to offer an opinion; but it will certainly be bad for the consumer, who has been treated pretty badly already. At the same time, the writer of the article has interesting comments to offer on the causes of unemployment, on the home and foreign markets, and other relevant matters. But all this is more or less speculative; the chief use of the pamphlet, we imagine, lies in its well arranged list of investments and its interesting remarks on their nature and merits.

Books of the Week.

Company Law.—The Shareholders', Directors' and Voluntary Liquidators' Legal Companion; a Manual of Every-day Law and Practice. With Appendix of Useful Forms and Acts and Proclamations, by Sir FRANCIS BEAUFORT PALMER. 31st Edition. By ALFRED F. TOPHAM, assisted by HERBERT S. CARLYON, Barristers-at-Law. Stevens & Sons, Ltd. 4s. net.

Correspondence.

Agriculture Act.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Dear Sir,—Here is another point on which I should be glad of some elucidation.

A landlord has given notice to his tenant say at Michaelmas 1920 to quit at Michaelmas 1921. Can the landlord now say "I will withdraw the notice if you (the tenant) will submit to arbitration the rent to be paid as from Michaelmas next?"

It seems he can withdraw the notice under the proviso at the end of sub-section (1) of section 10, and he can then ask the tenant to go to arbitration, but apparently only as to what should be the rent as from Michaelmas, 1922. The Landlord however wants extra from Michaelmas, 1921.

LADY "CHAIRMEN."

A propos of Judge Parry's recent plea for the retention of "Gentlemen of the Jury," can any one tell me what is the proper mode of addressing a lady presiding at a meeting, and, when a lady is elected Mayor of a Borough, how should she be addressed at a meeting of the Corporation when she is (*a*) a spinster, (*b*) a married woman?

ERNEST I. WATSON.

32, Prince of Wales Road, Norwich, 7th February.

[We hope to deal with Dr. Watson's first point in due course—when elucidation comes to us either from without or from within. As to the second, Mr. Justice SHEARMAN has pronounced for "Gentlemen of the Jury," so the question is still at large. "A man's a man for a' that," but apparently a gentleman may be a woman. But the answer to Dr. Watson's question we prefer to leave to others.—ED., *S.J.*]

Consideration for a Sale under the Settled Land Acts.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Mr. Cyprian Williams in his valuable article in your issue of last week says "Another interesting point about the case of *Re Sutton's Contract* is that the decision seems to have been given on a V. and P. Summons to which (so far as appears from the reports) the remaindermen under the Settlement were not made parties. The report of the case at p. 259 of the present volume of the *Solicitors' Journal* shows that the Vendor, Francis Richard Sutton, was seised of the rent charge in fee simple subject to a mortgage and certain family charges. There were therefore no remaindermen.

C. P. SANGER.

5, New Square, Lincoln's Inn, 7th February.

An Epitome of Recent Decisions on the Workmen's Compensation Act, 1906.

By ERSKINE REID, Barrister-at-Law,

(Cases decided since the last Epitome, Vol. 63, p. 154.)

(3) HOUSE OF LORDS CASES.

Innes or Grant v. *G. & G. Kynoch* (H.L.: Lord Birkenhead, C., Lords Buckmaster, Atkinson, Parmoor and Wrenbur 7th April, 1919).

FACTS.—A workman employed in handling bone manure, contracted blood poisoning from which he ultimately died. The blood poisoning was due to micro-organisms known as streptococci and straphytococci which were present in the manure, but were also to be found in decaying matter, and in the air, and might be found in the skin and clothes of persons of unclean habits. The point of infection was a scratch on the man's leg, the origin of which was unexplained. The court of session reversed the award of the sheriff substitute on the ground that there was no evidence of the "time" and "place," in which the accident occurred, to bring the claim by the man's dependants within the Act.

DECISION (Lord Atkinson dissenting).—That all that was material for the applicant to prove was that the infection was the result of contact at some one particular time, and that this one particular time had been during the course of his employment. That was a question of fact, and, having been so found by the arbitrator, the dependants here were entitled to compensation. (Case reported 63 SOL. J., 445; 1919, A.C. 765; 12 B.W.C.C. 78.)

King v. *Port of London Authority* (H.L.: Lord Birkenhead, C., Lords Finlay, Atkinson, Parmoor and Wrenbury, 22nd, 26th May and 1st July, 1919).

FACTS.—The appellant, a stevedore, while working for the respondents, was struck in his right eye, which had been sightless from childhood. He was away from work for some time and was paid his old wages. He then returned to work, but after some months was discharged for reasons unconnected with the accident, and obtained work elsewhere at higher wages. After he had been discharged, and some 14 months after the accident, he applied to the county court for a declaration of liability against his former employers. The defence was (1) that there was no evidence of any probable incapacity likely to arise from the accident, and (2) that the claim was out of time. The county court judge decided both these points in favour of the applicant, but the Court of Appeal set the award aside on the first ground, holding there was no evidence to support it, and on the other point were of opinion that the employers were entitled to succeed, there being no finding by the arbitrator why the applicant should claim relief for delay.

DECISION.—Where the injury is of such a nature that incapacity may eventually ensue as a result of the accident, the arbitrator has, under s. 1 (3) of the Act of 1906, jurisdiction to make an award in favour of the workman, although no compensation is actually payable at the time of making the award. Further, that upon the evidence in this case the arbitrator was justified under s. 2 (1) (*b*) of the Act to find there was reasonable cause for delay in making the claim. Appeal allowed. (Case reported 63 SOL. J., 661; 1920, A.C. 1; 12 B.W.C.C. 26.)

M'Alinden (*Pauper*) v. *James Nimmo & Co.* (*Limited*) (H.L.: Lords Finlay, Cave, Dunedin, Shaw and Wrenbury, 1st July, 1919).

FACTS.—A workman in June, 1915, met with an accident to his right hand and was paid full compensation. In December, 1916, the employers successfully applied to have the compensation reduced to a payment on the basis of partial incapacity. In February, 1917, the workman applied for review of this award on the ground that owing to the condition of his hand he had failed to obtain work. The arbiter, though finding that the man's physical condition was unchanged, increased the weekly payment of 10s. 3d. to 15s. The court of session (the Lord Justice-Clerk dissenting) on the facts found there was no change in circumstances, and there was consequently no jurisdiction to increase the weekly payments.

DECISION.—That notwithstanding that no change had occurred in the man's physical condition, there was evidence that the difficulty of finding suitable work owing to the accident was greater than had been supposed at the time of the award, and therefore the arbiter could competently increase the compensation. (Case reported 63 SOL. J., 722; 1920, A.C. 39; 12 B.W.C.C. 293.)

Lancaster v. *Blackwell Colliery Co.* (H.L.: Lord Birkenhead, C., Lords Haldane, Dunedin, Atkinson and Buckmaster, 13th November, 1919).

FACTS.—A collier, while engaged lifting loaded tubs on to the rails at the pit top, complained of great pain and went home. Later vomiting commenced and continued for four or five days. He went into hospital and was operated upon for strangulated hernia, from which he shortly afterwards died. Medical evidence was to the effect that the hernia might have been caused by a variety of strains, including either a strain at his work or from vomiting, and that gangrenous condition might be expected to be set up within a few hours to three days after the rupture, whereas, in this case, that condition had not existed until after that period had passed from the time the man left off work. In these circumstances the Court of Appeal, reversing the award of the county court judge, held that the dependant had failed to establish that the accident happened at the time alleged, and gave judgment for the employers.

DECISION.—That if the facts proved had given rise to conflicting references of equal degrees of probability, so that the choice between them was a mere matter of conjecture, the view of the Court of Appeal would have been right, as in that case the applicant would not have discharged the onus upon her of proving that the deceased man's death was due to accident arising out of and in the course of his employment. But the facts were not equally consistent, and the arbitrator was justified in drawing the inference he did in favour of the applicant. (Case reported 64 SOL. J., 113; 12 B.W.C.C. 400.)

Armstrong (*Sir W. G.*), *Whitworth & Co.* (*Limited*) v. *Redford* (H.L.: Lords Finlay, Dunedin, Sumner, Parmoor and Wrenbury, 22nd, 24th February and 25th March, 1920).

FACTS.—A munition worker left the works where she was employed during the dinner hour in accordance with the rules, and having gone into the street, went to a canteen provided by the employers in another part of the works to which all the women employees were invited but not obliged to use. On returning to her work when the hooter sounded she slipped and broke her ankle.

DECISION (Lords Finlay and Dunedin dissenting).—That the accident arose out of and in the course of the respondent's employment. (Case reported 64 SOL. J., 388; 1920 A.C. 757; 13 B.W.C.C. 68.)

Manton v. *Cantwell* (H.L.: Lord Birkenhead, C., Lords Finlay, Cave, Atkinson and Shaw, 19th April, 1920).

FACTS.—The respondent, a small Irish farmer, who lived in a house on his farm employed a casual labourer to thatch the roof of the farmhouse. The man fell off the roof, sustaining injuries that proved fatal. It was a common practice for farmers in that district to do their own thatching. Upon a claim for compensation by the dependants, the county court judge held there was evidence on which he could find that deceased man was employed for the purpose of the respondent's trade or business, but the Court of Appeal in Ireland set his award aside.

DECISION.—That the question whether a workman was employed "for the purposes of his employer's trade or business," within s. 13 of the Act, was a question of fact, and there being evidence here upon which the award of the county court judge could be supported, the Court of Appeal in Ireland should not have set it aside. (Case reported 64 SOL. J., 477; 1920 A.C. 781; 13 B.W.C.C. 55.)

CASES OF THE WEEK.

Court of Appeal.

GUNSTON *v.* **WINOX, LIMITED.** No. 1. 28th January.

DESIGN—PUBLICATION—DISCLOSURE TO PROSPECTIVE CUSTOMER—SUBSEQUENT REGISTRATION—DEALINGS ON FOOTING OF BELIEF THAT OWNERS OF DESIGN ALREADY POSSESSED COPYRIGHT—PRIOR PUBLICATION—PATENTS AND DESIGNS ACT, 1907 (7 Edw. VII, c. 29), s. 55.

The proprietors of a design for a trade showcard submitted specimens first to the defendants, from whom they failed to get an order, and secondly to the P. Co., who agreed to give them an order, and stipulated for the copyright in the design. It had not then been registered. The defendants then brought out an infringing design and pleaded prior publication as a defence to an action against them. Astbury, J., held (ante, p. 94) *that the negotiations with the P. Co. were not such as to amount to prior publication, as it would have been a breach of good faith for the company to use the design before registration, and therefore that under s. 55 of the Patents and Designs Act,* 1907, *there was no prior publication.*

Held (reversing Astbury, J.), that the correspondence clearly showed that both the plaintiffs and the P. Co. believed that the copyright in the design was already possessed by the plaintiffs, who were asked to transfer it, and consequently that there could be no breach of faith in publication at the time, and the plaintiffs' design, not having been registered, was not protected.

Appeal by the defendants from a decision of Astbury, J. (reported *ante*, p. 94) in an action claiming, among other relief, an injunction to restrain the defendants from infringing the plaintiffs' registered design. The defence was prior publication. The plaintiffs brought out a design for a trade showcard as an advertisement for medicated wines. The design consisted of a cardboard "cut out" representing a nurse in uniform carrying a bottle of wine on a tray, and with bunches of grapes hanging over her head. The plaintiffs submitted this design in October, 1919, without having registered it, to the defendants' advertisement manager, who inspected it, and suggested some slight alterations. The defendants, however, did not give them an order. The plaintiffs sent the design to their Manchester agent in February, 1920, and he submitted it to the Premier Drug Co., Ltd. as a showcard for Liebig's Standard Wine. The Drug Company approved of the design, and on 26th February the plaintiffs submitted to them an estimate for 2,000 showcards, which was accepted. The Drug Company wrote on 27th February, accepting the estimate as follows: "It is also to be understood that we have the copyright in this sketch, and, as arranged with your representative, you will have this done for us, and any small fees in connection therewith we are willing to pay." The plaintiffs replied, adding: "We will write you on the matter of copyright shortly." In the meantime they discovered that the defendants had brought out and were using, as a showcard for Winox an almost exactly similar design to their own. They wrote to the Drug Company, informed them that they (the plaintiffs) were bringing the present action, and added: "In the meantime we think it advisable to discontinue our work of reproduction pending the result of the case." The Drug Company agreed, and so no deliveries were made. The plaintiffs' design was registered on 19th April, 1920. A writ was issued in an action on a day previous, but this was dropped, and a new writ issued on 20th April. The plaintiffs contended that the dealings with the Drug Company did not amount to prior publication, but were protected under s. 55 of the Patents and Designs Act, 1907. By s. 53 of that Act it is provided, when a design is registered, the registered proprietor of the design shall, subject to the provisions of this Act, have copyright in the design during five years from the date of registration. By s. 55: "The disclosure of a design by the proprietor to any other person (*a*) in such circumstances as would make it contrary to good faith for that other person to use or publish the design, and (*b*) the disclosure of a design in breach of good faith by any person other than the proprietor . . . and (*c*) the acceptance of a first and confidential order for goods bearing a new or original textile design intended for registration shall not be deemed to be a publication sufficient to invalidate the copyright . . . if registration is obtained subsequent to the disclosure or acceptance." By s. 22 of the Copyright Act, 1911: "This Act shall not apply to designs capable of being registered under the Patents and Designs Act, 1907, except designs which, though capable of being so registered, are not used or intended to be used as models or patterns to be multiplied by any industrial process."

ASTBURY, J., in his judgment, said that s. 55 of the Patents Act, 1907, was passed with the object of cutting down the extent to which negotiations relating to a design proposed to be registered had been held to amount to publication. He held that on the correspondence between the plaintiffs and the Drug Company the case came within clause (*a*) of s. 55, as the design had been disclosed to the defendants in such circumstances that it would be a breach of good faith to use or publish it, and he granted the injunction. The defendants appealed.

THE COURT allowed the appeal.

Lord STERNDALE, M.R., said that the court must allow the appeal. He was sorry to say so, because the defendants had played the plaintiffs an exceedingly dirty trick, and if he could make them suffer for it he would do so, but he regretted that they escaped by the terms of the Act. His lordship then stated the facts about the offer of the design to the defendants and said that the defendants did not give the plaintiffs an order, but what they did in the shabbiest manner possible was to take the plaintiffs' design and get it manufactured for them by someone else. That would be an infringement of the plaintiffs' rights, assuming that there was no legal obstacle in the way. The obstacle alleged was that there was prior publication. Under the Patents and Designs Act, 1907, a right to a design could only be obtained by registration under the Act, and such registration could only be obtained if the design had not been previously published in the United Kingdom. There was a qualification to that rule contained in s. 55. [His lordship read the section.] The latter part of the section dealing with textile designs had really nothing to do with the present case, and it only involved confusion to introduce it. There was ample authority before the date of the Act that the showing of a design to a person for the purpose of getting an order for it was a disclosure, unless it was shown in such circumstances that it would be a breach of faith to disclose it. That was the law before the Act, and that was still the law. The plaintiffs then sent the design to their traveller in Manchester, who seemed to have promised the Premier Drug Company that if they gave an order they should have the copyright of the design. [His lordship read some of the correspondence between the plaintiffs and the drug company.] Whether the plaintiffs meant "We accept your order subject to our negotiating as to the copyright," or "We accept your order, copyright and all," did not seem to him (his lordship) to matter very much. It was said that those letters imposed an obligation on the Premier Drug Company in good faith not to make any disclosure of the design to anyone else because they wanted the copyright, and they clearly could not get that without registration. If those were the facts, he (his lordship) would agree, and he wished that he could agree. But in his opinion both sides thought that the copyright was already in

existence, and they were bargaining for its transfer. That the plaintiffs thought so seemed clear from the letter of 8th March, showing that they thought that they had the copyright already. What was really the case was that, whatever it was, the thing vaguely referred to as the thing "to be done" about it was not the registration of the copyright, as the learned judge thought that it was. Both parties being under that impression, there was no obligation on the Premier Drug Company not to disclose the design. As that was so, there was no right in the plaintiffs, and the appeal must be allowed. He (his lordship) entirely agreed with the learned judge's remarks on what he would have done about the costs, viz., give the plaintiffs their costs except upon the issue as to prior publication. The court could not prevent the defendants from having the costs of the appeal, as they had no power to deprive them of such costs.

WARRINGTON and YOUNGER, L.JJ., delivered judgment to the same effect, the former observing that the correspondence with the Drug Company showed that the plaintiffs believed they possessed the copyright, which, but for the effect of the Copyright Act, 1911, s. 22, they might have possessed. The idea of registration never occurred to the plaintiffs until it was pointed out to them. COUNSEL, *Micklem*, K.C., and *W. E. Vernon*; *Luxmoore*, K.C., and *Swords*; SOLICITORS, *Scatliffs*; *Maitland, Peckham & Co.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

High Court—Chancery Division.

BATTY *v.* VINCENT AND CITY OF LONDON REAL PROPERTY CO.

Eve, J. 19th January.

LEASE—UNDERLEASE—POWER OF UNDERLESSORS TO DETERMINE UNDERLEASE—NOTICE TO DETERMINE—MOTIVE OF UNDERLESSORS IN GIVING NOTICE—EXERCISE OF POWER WHETHER BONA FIDE.

The motive which prompts an underlessor to exercise a contractual right to determine the tenancy cannot be taken into account, and its exercise will not be restrained simply because it works a hardship on the underlessees.

Property was leased to the defendants' predecessors for twenty-one years from 25th March, 1914, subject to determination by the lessees at the end of the seventh year of the term. By underlease the defendants' predecessors sub-demised to the plaintiff part of the premises for thirteen years from 25th March, 1915. The underlease provided that the underlessor might determine the same by notice on 24th March, 1921, in the event of the lessors desiring to determine the superior lease. In March, 1920, the defendants gave the plaintiff notice of their desire to determine the underlease and the superior lease. The plaintiff thereupon commenced this action claiming that the notice was invalid on the ground that the exercise of the power to determine the tenancy was not *bona fide*.

EVE, J.: There can be no doubt that the primary, if not the only, object with which the lease of 26th January, 1914, was kept alive when the defendant company purchased the freehold reversion expectant on the determination of that lease, was to enable the company to retain the power of determining it and putting an end to the tenancy of the plaintiff created by the underlease of 15th February, 1915. So much was freely admitted by the solicitor acting in the matter, and the sole question I have to determine is whether according to the contract, it is still open to the company, and Mr. Vincent, as their agent, to exercise the power of determining the plaintiff's tenancy. The first thing to be done is to ascertain what is the contract between the plaintiff and the defendant, and for that purpose it is only necessary to read the proviso at the end of paragraph 11 of the underlease which imposes a qualification on the general power to determine on 24th March, 1921, reserved to the lessors in the earlier part of the clause. The proviso is in these terms: "Provided however that the power herein contained by the lessors to determine this lease on 24th March, 1921, shall be exercisable only in the event of the lessors desiring to determine the superior lease under which they hold the premises." Putting it in another way and paraphrasing the language, it comes to this, that if the lessors desire to determine the lease of 25th January, 1914, they shall be at liberty on giving nine calendar months' notice in writing to determine the underlease of 15th February, 1915, on 24th March, 1921. Mr. Vincent, who, as trustee for his co-defendant, is lessee under the lease of January, 1914, and stands in the relationship of lessor to the plaintiff under the underlease of February, 1915, has given evidence that the company as beneficiary, and he as trustee, both desire to put an end to the lease and underlease, and thereby to obtain possession of the premises in the plaintiff's occupation, and *primâ facie* it is difficult to see what is to prevent them from so doing. But the plaintiff argues that this is not a *bona fide* exercise of the power, but a colourable device for determining his interest in the premises, and claims a declaration that the notice ought to be treated as inoperative. That argument raises the question whether the court has any concern with the motive which underlies the exercise of a power reserved by contract to the party proposing to exercise it. I am quite unable to appreciate why it should. The company on purchasing the reversion determined, as it was entitled to do, that there should be no merger, and that the lease should be kept alive until such time as it should desire for any reason to put an end to it. It cannot be suggested that it was not within the power of the company to adopt this course, or that by so doing it inflicted any actionable wrong on the plaintiff. The right to put an end to the lease still subsists, and I cannot agree to the proposition that its exercise ought to be restrained simply because it will work a hardship on the plaintiff. It has been urged that the power to determine the lease of January, 1914, ought to be read as though it were qualified by some such expression as "for the purpose of putting an end to any liability under the lease," and that inasmuch as the beneficial interest in the lease and reversion now belongs to the company no appreciable liability survives, and therefore the power is no longer exercisable, but I do not think I am entitled to introduce any such qualification. The contract is, I think, unqualified, that if for any reason it is desired to put an end to the lease the power to put an end to the plaintiff's tenancy becomes operative. This is a question of contract, and it is impossible to construe this power as though it were a power of a fiduciary nature. In these circumstances I have no alternative but to dismiss the action with costs.—COUNSEL, *Courthope Wilson*, K.C., and *Stamp*; *Gover*, K.C., and *Greenland*. SOLICITORS, *Blundell, Baker & Co.*; *Vincent & Vincent*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

In re **GEORGES: BUCKLE** *v.* **CARTER.** Sargant, J. 19th January.

An English Court can authorize trustees of the will of a domiciled Scotswoman proved in England to apply to the Court of Session for leave to sell, the English Court having construed the will as giving the trustees an implied power of sale, and being of opinion that a sale would be beneficial and in the interests of infants.

Pinder's Trustees (1903, 5 *F.* 504), 1907, *S.C.* 207) *followed.*

This was an originating summons asking whether, according to the true construction of the will and codicil, the trustees had a trust for or power of sale of certain property, and whether it was expedient in the interest of an infant that the premises should be sold, and lastly whether the trustees might be empowered to apply to the Court of Session in Edinburgh for all the necessary relief to enable them to give effect to the order made on the summons, and in particular to obtain power and authority to sell. The testatrix was domiciled in Scotland, and made her will in 1915, appointing executors and trustees domiciled in England, and declared as to a certain heritable property situated in Aberdeen as follows: "I devise and bequeath my said house and pertinents Alleyn Lodge aforesaid unto and direct my trustees to convey and make over the same to K. J. Buckle for her own absolute use and benefit subject to the mortgage debt thereon." By a codicil made in 1918 she declared as follows: "I revoke my house Alleyn Lodge left to K. J. Buckle and bequeath it to my eldest grandchild the money for sale or rent to accumulate until he or she has attained the age of 21." She died in 1919 and her will was proved in the Principal Probate Registry of the High Court of Justice in England. Counsel for the trustees referred to *Carruther's Trustees* and *Allan's Trustees* (1896, 24 R. 238), and *Allan's Trustees* (1897, 24 R. 718). In the latter case the Court of Session had an order of Stirling, J., and *Pinder's Trustees* (*supra*) (1903, 5 F. 504, 1907, S.C. 207) where the Court of Session gave effect to order of SWINFEN EADY, J. Counsel for the infant said the sale would be beneficial to the infant.

SARGANT, J., after stating the facts, and answering questions one and two of the summons, made an order in the following form: "Declare that according to the true construction of the will and codicil the trustees have an implied power of sale of Alleyn Lodge. The court being of opinion that a sale of the premises would be beneficial, and in the interests of the infant dependant, authorize the trustees to apply to the Court of Session for liberty to effect such a sale. Tax the costs as between solicitor and client, with liberty to apply for payment thereof out of the proceeds of sale of the premises when sold. Liberty to apply generally."—COUNSEL, *Shebbeare*; *Maw*. SOLICITORS, *Francis & Calder*.

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

HYLTON (LORD) *v.* HEAL.

Rowlatt, J., and Bailhache, J. 11th January.

LANDLORD AND TENANT—DWELLING-HOUSE—POSSESSION—YEARLY TENANCY—SUB-LEASE—NOTICE TO QUIT GIVEN BY IMMEDIATE TENANT—POSITION OF SUB-TENANT—INCREASE OF RENT AND MORTGAGE INTEREST (RESTRICTIONS) ACT, 1920 (10 & 11 Geo. 5, c. 17), s. 5 (1) (*c*) (5); s. 12, s-s. 1 (*f*) (*g*); s. 15 (3).

A tenant in July, 1919, gave a valid notice to quit the premises on 25th March, 1920. On 2nd August, 1919, the tenant sub-let the premises for the residue of his tenancy up to 25th March, 1920. On this latter date the sub-tenant refused to give up the premises on the ground that the term "tenant" in s. 5 (1) of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, included sub-tenant, and that as he (the sub-tenant) had not given notice the landlord could not claim possession of the premises under s. 5 (1) (c) of the above Act as against him.

Held that the term "tenant" in s. 5 (1) of the Act meant the immediate tenant, and not a sub-tenant; and that as notice had been given by the immediate tenant, the landlord was entitled to possession.

Appeal from the county court judge of Somersetshire at Frome. This was an action under the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, in which the plaintiff Lord Hylton claimed possession of

premises in the Parish of Kilmeadon, Somersetshire, which he had let to a Mrs. Bezley at the rent of £40. Mrs. Bezley became the tenant on a tenancy from year to year in September, 1918, and she covenanted not to assign or under let without the consent of the plaintiff, which was not to be unreasonably withheld. In July, 1919, Mrs. Bezley gave notice to quit on 25th March, 1920, and Lord Hylton's agent, on his behalf, accepted the notice. On 2nd August, 1919, Mrs. Bezley sub-let the premises to the defendant, Heal, from 29th September, 1919, for the residue of her own tenancy up to 25th March, 1920; Lord Hylton's consent having been obtained to the sub-letting by Mrs. Bezley to the defendant. Negotiations for a lease from Lord Hylton to the defendant having failed, in November, 1919, Lord Hylton let the premises to another person, named Monk, for a term of seven years from 25th March, 1920. On the expiration on that date of the tenancy he derived from Mrs. Bezley, Heal refused to give up possession of the premises, and in May, 1920, the plaintiff brought this action against him in the county court under the Increase of Rent (Restrictions) Acts then in force, claiming possession and mesne profits. Judgment in that action was given for the defendant, as the plaintiff did not show that he required the premises for his own occupation. On the passing of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, on 2nd July, 1920, the plaintiff brought another action against the defendant in the county court under that Act for possession and mesne profits. The defendant gave notice of his intention to rely by way of defence upon ss. 5 and 15 of the Act of 1920. In this action the county court judge gave judgment for the defendant on the ground that when the action was brought, Mrs. Bezley, who alone had given notice, was no longer tenant, but Heal, who was statutory sub-tenant to the plaintiff, and that he had not given notice to quit. The plaintiff now appealed from this judgment. By the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, s. 5 (1), it is provided that "No order or judgment for the recovery of possession of any dwelling-house to which this Act applies, or for ejectment of a tenant therefrom, shall be made or given unless" (inter alia) "(*c*) the tenant has given notice to quit, and in consequence of that notice the landlord has contracted to sell or let the dwelling-house, or has taken any other steps as a result of which he would in the opinion of the court, be seriously prejudiced if he could not obtain possession". By s-s. (5) of the same section "An order or judgment against a tenant for the recovery of possession of any dwelling-house or ejectment therefrom under this section shall not affect the right of any sub-tenant to whom the premises or any part thereof have been lawfully sub-let before proceedings for recovery of possession or ejectment were commenced, to retain possession under this section, or be in any way operative against such sub-tenant." By s. 12 (1) (*f*) "The expressions 'landlord' 'tenant,' . . . include any person from time to time deriving title under the original landlord or tenant . . .". By s. 12 (1) (*g*) "The expression 'landlord' also includes in relation to any dwelling-house any person other than the tenant who is or would but for this Act, be entitled to possession of the dwelling-house, and the expressions 'tenant' and 'tenancy' include sub-tenant and sub-tenancy, and the expression 'let' includes sub-let . . ." By s. 15, s-s. (3) of the same Act, it is provided that "Where the interest of a tenant of a dwelling-house to which this Act applies is determined, either as the result of an order or judgment for possession or ejectment, or for any other reason, any sub-tenant to whom the premises or any part thereof have been lawfully sub-let shall, subject to the provisions of this Act, be deemed to become the tenant of the landlord on the same terms as he would have held from the tenant if the tenancy had continued." Upon the point as to clause (*c*) of s-s. (1) of s. 5 relating to the prejudice arising to the landlord on sub-letting the premises, if he could not get possession of the premises. Counsel for the plaintiff referred to *Green-Price* v. *Webb* (1920, 64 Sol. J. 19, 100).

Rowlatt, J., said that, in his opinion, the appeal ought to be allowed. It had been contended by counsel for the plaintiff, the landlord claiming possession of the premises in question, that he was entitled to possession under s. 5 (1) (*c*) of the Act of 1920 in which section the term "tenant" meant the tenant to whom the landlord had originally let the premises. The person to whom the landlord had let the premises was Mrs. Bezley, and it was contended by the plaintiff that she was therefore the tenant and she had given notice to quit. He, the landlord, had agreed to let the premises to a third party, relying on his being able to obtain possession of the premises at the expiration of the notice so given by the tenant. If he could not do so, he alleged that he would be prejudiced; and he was, therefore, entitled to possession under the terms of s. 5, s-s. (1) (*c*). On the other hand, it was contended by counsel for the defendant, who was the sub-tenant of the premises from Mrs. Bezley, who had sub-let to Heal, the defendant, for the remainder of her tenancy, that the term "tenant" in the clause included sub-tenant, and that the plaintiff was not entitled to an order under the section, because no notice to quit had been given by the defendant. But this contention on the part of the defendant could not be supported. By the term "tenant" in that section was meant the immediate tenant of the landlord, and not a sub-tenant and for this purpose, therefore, the only tenant who could give notice was the original tenant. That view seemed corroborated by the language of several of the other clauses of s-s. (1) of s. 5, and in particular by clauses (*a*) (*d*) and by sub-clause (i), one of four sub-clauses which were added to clause (*d*) at the end of the sub-section. If the notice to quit given by the tenant was not effective to include the sub-tenant, the landlord would be deprived to a great extent of the protection intended to be given by the Act; so that it would be a possibility for the tenant to hold him to ransom by assigning to a sub-tenant. Counsel for the defendant had pressed the court with arguments drawn from various sections of the Act. For instance, there was s. 5, s-s. (5). This did not apply here; it amounted only to this, that it prevented an order or judgment which had been obtained against a tenant from being used against a sub-tenant lawfully in possession, for whose removal separate proceedings would have to be taken. That was to say, that where the sub-tenant was lawfully in possession, proceedings must be taken against him and not the tenant, and earlier proceedings against the tenant would be immaterial. So, again, with s. 5, s-s. (3). The effect of that was merely that if the interest of the immediate tenant was determined, and if the sub-tenant had a right to retain possession under the provisions of the Act, he should not lose that right, but should hold of the landlord on the same terms on which he would have held of the tenant. The appeal would be allowed with costs, and there would be an order for the possession of the premises by the appellant.

Bailhache, J., delivered judgment to the same effect. Counsel: *Schiller*, K.C., and *H. G. Robertson*, for the plaintiff, the appellant; *R. P. Croom-Johnson* for the defendant, the respondent. Solicitors: *Withers, Bensons, Currie, Williams & Co.* for *E. G. Ames & Son*, Frome: *Calder, Pethick & Lawrence*, for *Wansbroughs, Robinson, Tayler & Taylor*, Bristol.

[Reported by G. H. Knott, Barrister-at-Law.]

New Orders, &c.

Proclamation.

The Prohibition of the Exportation of Gold and Silver Coin and Gold Bullion.

George R.I.

Whereas it is provided by section eight of the Customs and Inland Revenue Act, 1879, that certain articles therein mentioned may by Proclamation be prohibited to be exported:

And whereas it is provided by section one of the Gold and Silver (Export Control, &c.) Act, 1920, that the said section eight shall, until the thirty-first day of December, nineteen hundred and twenty-five, have effect as if, in addition to the articles in the said section mentioned, there were included gold or silver coin and gold or silver bullion:

And whereas by Proclamation, dated the tenth day of May, nineteen hundred and seventeen, and made under the powers therein recited, as amended by Orders of Council, dated, respectively, the first day of April nineteen hundred and nineteen, and the twenty-sixth day of November, nineteen hundred and twenty, the exportation of gold coin and bullion and silver bullion and British silver coin is prohibited:

And whereas it is expedient that the last recited Proclamation, so far as it relates to the said matters, should be revoked, and that gold and silver coin and gold bullion should be prohibited to be exported under the powers conferred by the said section eight of the Customs and Inland Revenue Act, 1879, as amended by the said section one of the Gold and Silver (Export Control, &c.) Act, 1920:

Now, therefore, We, by and with the advice of Our Privy Council, in pursuance of the said Acts and all other powers enabling Us in that behalf, do proclaim, direct and ordain as follows:—

1. As from the date of this Our Proclamation, and subject as hereinafter provided, gold and silver coin and gold bullion are prohibited to be exported from Our United Kingdom:

Provided always, and it is hereby declared, that this prohibition shall not apply to any such coin or bullion which is exported under licence given by the Board of Trade and in accordance with the conditions (if any) of the licence.

2. Gold produced in any part of Our Dominions and imported into Our United Kingdom under any arrangement approved by the Treasury may, notwithstanding anything in this Our Proclamation, be exported in accordance with the terms of the arrangement, and licences will be granted accordingly.

3. In the foregoing provisions of this Our Proclamation the expression "gold bullion" includes gold partly manufactured and any mixture or alloy containing gold.

4. The said Proclamation of the tenth of May, nineteen hundred and seventeen, as amended by the above recited Orders of Council, is hereby revoked, so far as it relates to gold coin and bullion or to silver bullion and British silver coin:

Provided that this revocation shall not affect the previous operation of the said Proclamation, and any licence given under the said Proclamation with respect to the said articles shall continue in force until the time when it would otherwise have expired, as though given under this Our Proclamation.

7th July. [*Gazette*, 8th February.

Ministry of Food Orders.

GENERAL LICENCE UNDER THE BACON, HAM AND LARD (SALES) ORDER, NO. 2, 1920.

On and after 17th January, 1921, until further notice, any sales of imported bacon or ham to which the Second Schedule to the Bacon, Ham and Lard (Sales) Order, No. 2, 1920, applies may be made free from the provisions of the Order so far as they relate to price.

17th January.

ORDER AMENDING THE BUTTER ORDER, 1920.

The Food Controller hereby orders that the Butter Order, 1920, as amended (hereinafter called the Principal Order) S.R. & O., 1920, Nos. 117, 222, 943, 1399 and 1818], shall continue in force as hereby amended: —

1. (*a*) In sub-clause (i) of clause 3 (*a*) of the Principal Order, the words "2s. 8½d. per lb." shall be substituted for the words "3s. 0½d. per lb."

(*b*) In sub-clause (ii) of clause 3 (*a*) of the Principal Order, the words "2s. 8d. per lb." shall be substituted for the words "3s. per lb."

(*c*) In clause 5 (*a*) of the Principal Order, the words "3s. per lb." shall be substituted for the words "3s. 4d. per lb."

2. Copies of the Principal Order hereafter to be printed under the authority of His Majesty's Stationery Office shall be printed with the amendments provided for by this Order, and the Principal Order shall, as to clause 3 thereof, on and after the 2nd February, 1921, and as to clause 5 thereof, on and after the 7th February, 1921, be read and take effect as hereby amended.

25th January.

Societies.

City of London Solicitors' Company.

ANNUAL BANQUET.

The City of London Solicitors' Company dined together on Tuesday at the Salters' Hall, the Master (Mr. Sydney C. Scott) taking the chair. Among the guests were the Lord Chancellor, the Lord Chief Justice, Sir H. E. Duke, the Master of the Rolls, Lord Riddell, the Attorney-General, the Solicitor-General, Sir John Simon, Sir Claud Schuster, Mr. C. H. Morton (President of the Law Society), Mr. T. R. Hughes (Chairman of the Bar Council), Sir Laming Worthington-Evans, M.P., Sir Ernest M. Pollock, K.B.E., K.C., M.P., Mr. R. A. Wright, K.C., Mr. Stuart J. Bevan, K.C., Mr. E. Lewis Thomas, K.C., Mr. Patrick Hastings, K.C., Mr. J. A. Hawke, K.C., Mr. F. P. M. Schiller, K.C., Mr. Douglas Hogg, K.C., Mr. E. R. Cook (Secretary, Law Society), Mr. T. H. Wrensted (Senior Warden), Mr. E. Burrell Baggallay, J.P. (Junior Warden), Sir T. H. D. Berridge (Past Master), Mr. J. C. Holmes (Past Master), Mr. G. L. F. McNair (Past Master), Mr. George Cosens (Past Master), Mr. R. S. Fraser, Mr. J. R. Pakeman, C.B.E., C.C., Mr. E. J. Stannard, Mr. A. C. Stanley Stone, C.C., Mr. R. S. Fraser, C.C., Mr. P. D. Botterell, C.B.E., Mr. G. Stanley Pott, and Mr. A. R. Dearman (Members of the Court), and Mr. A. T. Cummings (Clerk).

The loyal toasts having been proposed from the chair

Mr. E. B. Baggallay (Junior Warden) gave the health of "The Imperial Forces of the Crown."

Field-Marshal Sir W. Robertson, G.C.M.G., K.C.V.O., D.S.O., in returning thanks, referred to the great work done for the army by two lawyers—Mr. Cardwell, who put an end to long service and abolished purchase, and Lord Haldane, who created the expeditionary force, the territorials, and the officers' training corps. These two great lawyers went a long way to provide the nation with the armies which destroyed—as they hoped for all times—Germany's boasted claim of invincibility. He paid that tribute to those two men because it was a fitting occasion for him, a soldier, to make that slight acknowledgment of the great work done for the army by those members of the legal profession.

The Master proposed the toast "The Lord Mayor, Sheriffs and Corporation."

Sir Charles A. Hanson, Bart, M.P., in the absence through indisposition of the Lord Mayor, returned thanks, observing that it was his desire to express publicly the gratitude of the citizens for the services the Lord Chancellor had rendered in connection with the amalgamation of the Mayor's Court and the City of London Court.

Sir Thomas H. D. Berridge, in proposing "The Houses of Parliament," congratulated the Lord Chancellor on his complete restoration to health and expressed the hope that he might long continue to perform the admirable service he was at present rendering. Both branches of the legal profession looked upon him as a good friend.

The Lord Chancellor said we had been assured on the authority of the Press that a general election was in the near future, and that ministers were already busy in attempting to obtain an unfair advantage over their opponents, whoever they might prove to be. He could assure them that there was not the slightest intention of having a general election in the present year in any contingency that was foreseen. Referring to the House of Lords, he said that in the autumn of last year it was true the Cabinet appointed a committee to examine the various schemes which from time to time had been proposed with the object of reforming the House of Lords. It was hoped that that committee might be able to present such proposals to the Cabinet in the coming session, but he could not conceal the difficulty and complexity of the task or underrate the time which must necessarily be consumed in bringing forward in the first place, and recommending to Parliament and the country in the second place, proposals of so novel and highly contentious a character. He had been told that the House of Commons was very inferior to many of its predecessors. But the House of Commons was undoubtedly the expression of the mood of the nation at the moment. We were asked to-day to admire a system where the trades unions themselves had become the absolute slaves of a small band of men, who flouted Parliamentary institutions and destroyed everything we had believed inseparable from the ordinary conception of democracy. No man was so ignorant of history, or insane enough to suppose that the constitution could be destroyed by those who preached these doctrines without a struggle the violence of which would equal, in his deliberate judgment, and even exceed, those from which we had lately emerged in triumph.

Sir L. Worthington-Evans, M.P., proposed the health of the legal profession. He said that he took the place of Sir Homewood Crawford who was unfortunately absent owing to an attack of influenza. He (Sir L. Worthington-Evans) occupied his place because he was one of the original founders of the Company and members of the court of the Company. The Lord Chief Justice was the friend of the whole legal profession and its members regarded him with affection and esteem. Whenever the history of the war was really written we should have reason for being grateful to the Lord Chief Justice. Knowledge of economics, knowledge of finance would out, whatever a man's profession might be, and in the last stages of the war he rendered a service to the country which was not even yet recognised, and later, outside the legal profession altogether, as financial ambassador, and later still, as actual ambassador in the United States. Those who knew his work as Lord Chief Justice would again praise him. It might be said of him—

> "A man so various that he seemed to be
> Not one, but all mankind's epitome."

To-night they greeted him on the very threshold of a new capacity and they wished him God-speed and good luck in the great task he was about to undertake. For, surely, no task was of greater honour or greater difficulty than that which he was about to set out to accomplish. Recognising his past, they were confident of his success. In the other branch of the profession we had a Prime Minister who was originally a member of the profession, and the solicitor branch was largely represented in various positions of importance, as it had been, for instance, at the Conference at Spa, so that it might be said to be looking up.

The Lord Chief Justice in returning thanks said he could perhaps speak more freely of the legal profession than any one present who belonged to it. For he was about to quit it. Those about to die salute you. It was almost the end of his career in the legal profession, at any rate for the moment, for he was leaving it. There, in that hall, addressing a company of City of London solicitors, he could truly say that his life in the legal profession had been a happy one. He was trained in the City and had pleasure in finding himself in the City. He was even in a solicitor's office in the City for a short space of time, just when he was a student at the Bar; and then, when he began to practise, it was a City of London solicitor who did more to make him whatever he had become in the legal profession than any other solicitor or than any other man throughout the country. He must not dilate upon the subject, because he should have much to say. He would only ask those who were solicitors, and City of London solicitors, to believe him when he said that he had always attributed such success as he might have had to the selection which solicitors were good enough to make when they came to him in more or less unknown days, those days when he was a junior. But he would not take up their time further on these personal matters. The legal profession was very attractive. It, after all, supplied positions of activity for men of intellect. It gave them the opportunity of using their powers of developing their faculties. It was a constant training ground. Men who were in it were learning day by day, and it seemed to him that that had always been one of its great attractions. And it touched life at every point. Any man who had a career as a lawyer in either branch of the profession learned a great deal of the human mind. The branch to which he belonged had, he believed, a rather unfair share of the prizes of the profession. In that company he was quite sure there would be no discussion as to that. But it was also some consolation, because it was rather instructive to observe that men at the Bar—not the successful but the struggling—would be better off if they were solicitors, for the reason that there were much better opportunities afforded to the young solicitor of earning his livelihood than came to the young member of the Bar. He got his opportunity and he might then rise to become a partner in the firm, or he might start for himself. The barrister had to wait until somebody had found him. He would not speak of life on the

Bench, first because it was known to them; they saw it every day. It was a little isolated, as he was sure they had often heard. It was quite serene. It had the one supreme advantage, which he thought was the consolation of all men who passed from the Bar to the Bench, and then felt that they would like sometimes to come back and fight again. It was the one supreme consolation that the man who was sitting on the bench had absolutely one duty only to discharge, and that was to do right according to the evidence which was placed before him. Might he remind them, as he had reminded himself that night, that he was passing from the profession to another sphere of activity and full of responsibility. What position was worth anything that did not carry heavy responsibilities? It was a position which was no doubt full of difficulty, and no doubt again that did not matter anything either. He would not speak of the duties to-night. He would content himself merely by saying that when he left this country and went to India to discharge his duties there, he would go encouraged—immensely encouraged—by the support that he had received from so many friends and from so many more from whom he had least expected it, and he could only hope and pray that he might be able to render some small part of the services which he went prepared to give and was anxious to render. Speaking for the Bar, responding as he was to the toast of the legal profession, and conscious as he was that he was probably doing so for the last time, he said of it that it was a great and glorious profession. It had one great quality that it took men for what they were. It accepted nothing for granted, because it judged men according to their merits. It had a high standard of honour and there was no profession in the world in which any deflection from that standard was more quickly recognised and more appreciably felt than in the legal profession, and he was speaking not only for the Bar but for both branches of the law.

The President of the Law Society (Mr. Charles H. Morton) also responded. He said that when he consented to take the office of President of the Law Society he knew that it entailed on him some 800 miles of railway journey every week and he now found that it also meant banquet after banquet. It was pleasant to compare the opinion of the public of the solicitor branch of the profession to-day with that of a bygone generation. In these days it had societies such as this and it had the country Law Societies. He did not think it was appreciated, and few men knew, how much work and time and labour this and the other societies devoted to the common weal. The solicitor, of all branches of the profession, was in closest contact with the lay client, and it followed that he at once appreciated a defect in the law and the remedy the client required. Then, the various Law Societies scrutinised very closely Bills in Parliament and Government ordinances. They suggested amendments, generally improving the workability of a measure. He could only wish that the result of their work bore a greater proportion to the amount of time and labour that they devoted to it. It was not their fault that more was not done. The Law Society could not legislate, it could only initiate and submit its suggestions to the authorities. They all knew that great minds and great things were never in a hurry. The law was never in a hurry, and the Government departments were never in a hurry. The trained bureaucrat never did a thing if he could conveniently put it off, and he was wonderfully clever in evading the issue. One sought an interview with the head of a department. He received one with the greatest politeness, but, by fraudulently pretending to agree with one, he put an end to the interview, and one had achieved nothing. But one must never be discouraged, and, in the long run, one might hope to achieve some success. The efforts of the importunate widow as compared with the efforts of the Law Societies were simply rudimentary. But there was another side of the work of the Law Societies—that was to promote the welfare of the members. He submitted that unless the Law Societies bestirred themselves, and endeavoured to impress upon Parliament the necessity for changing the ridiculous system of remuneration which prevailed, and that the solicitor should be paid according to his skill, his experience, and his capacity, it would be impossible to attract to that branch of the profession young men of ability and good education and social standing so as to maintain its traditions. There were only two classes of professional men whose remuneration was regulated and restricted by Act of Parliament, one was the solicitor and the other the cab-driver. He never knew a cab-driver who got less than his legal fare, but generally more. He never knew a solicitor who got more than his remuneration, and he generally got less. There were those who thought it was no use trying to improve matters in this respect, but he would ask them to take their courage in both their hands and be bold. In the words of the Georgian poet let them act

"As men who their duties know and know their rights,
And knowing, dare maintain."

Mr. T. H. Wrensted (Senior Warden) proposed the toast of "The Visitors."

Sir Henry Duke returned thanks. He said it happened that in the earlier part of his time he came across in various parts of the country men of affairs who had won the confidence of Mr. Disraeli—country solicitors and town clerks. From that time onward the circle of influence upon public life which was exercised by the profession of solicitor had steadily broadened. He remembered 40 years ago making the acquaintance of Mr. Henry Fowler. He remembered 20 years ago making the acquaintance in the House of Commons of a man whom many of them were now lamenting, James Woodhouse. He believed they might trace the progress which solicitors had made in their own affairs to their being taken out of leading strings. He hoped they would go on and be emancipated more and more from anything of the nature of an antiquated control, and he thought they were likely to be helped in the City of London, where so many of them who founded that Company, had their beginnings. It was the youngest of the City Companies, and it helped to represent the judgment and the co-operative power of the members of the great profession. In the City of London they had added one to the list of City Companies, one which had no invested funds and an abundance of most useful duties. He congratulated them with all his heart on the continued development of the learned profession which practised in the daily affairs of men, and not merely in the forensic tribune.

The Master of the Rolls gave the health of "The City of London Solicitors' Company." He said that it was his fate to be charged with the care of all solicitors. It was not the members of the City Solicitors' Company that came before him, but the younger men, who were either members of the profession or who wished to become members of it. They often came before him asking to be excused from examinations, but he thought Mr. Morton had rather depreciated them, perhaps, when he said that a difficulty was found now in getting the really good men to come into the profession. He did not think that was the case. There might not be so many attractions as there were. As Mr. Morton had said, he thought they did not get paid in the right way or the right amount. But he was perfectly satisfied that the young men who were coming forward were in no way inferior to those who were now in the profession, as far as he could tell. He had seen the last report of the Company. He noticed, as Sir Charles Hanson had done, that the Company was a very young Company, but he had lived long enough now to know that age of itself was by no means the best thing in the world, and that youth and vigour were at any rate as good as age, which might or might not be venerable, and he noticed that the Company was young, and that it was vigorous. It had been doing many things for the good of the profession. Amongst others, it had been protesting against the unfair preference given to the other branch of the profession. It had also been doing its best to increase, or to get rid of that difficulty about remuneration of which Mr. Morton had spoken. He noticed also that it was doing a great work in providing lectures and education for those who wished to become members of the solicitor branch of the profession. He thought that Sir L. Worthington-Evans was wrong in saying that people talked of "the lower branch of the profession." He certainly never heard any member of his branch say it, and he believed that nobody thought of the profession as having a higher and a lower branch. They were both branches of the profession, and they did not consider that one was any better than the other, or any worse. The Company was a very important feature of City life. What the importance of solicitors was to the City of London, not only the City of London but the world knew. They knew that the commercial part of the City of London depended a great deal, and depended rightly and properly, upon the advice it got from those skilled solicitors who had spent their lives in and about the City of London, and who were so competent to give advice. When the solicitors combined themselves into a company, he ventured to think it was a good thing. The more people who had to meet one another in contest, or in attempting settlements, came together in a social way, the better they were able to do their work. That was the function which the Company fulfilled.

The Master, in responding, said they, as City solicitors, were conscious of representing a distinct branch of the profession. One thing which differentiated them from the seventy-five other City Companies was that they were all practising members in that branch of the profession which the Company represented. They felt that they did, in their humble way, serve a useful purpose in the organisation of the great City. They hoped that one result might be to bring solicitors in touch with each other, and give them more an united feeling which, owing to the peculiarity of their profession, was not so prominent with them as with the Bar. Most of the work of solicitors was done in the office by correspondence and the telephone. One object of the Company was to promote the highest standard of professional conduct.

Law Association.

The usual monthly meeting of the directors was held at the Law Society's Hall on Friday, the 4th inst., Mr. H. B. Curwen in the chair. The other directors present were Mr. T. H. Gardiner (Treasurer), Mr. P. E. Marshall, Mr. A. E. Pridham, Mr. W. M. Woodhouse and the Secretary, Mr. E. E. Barron. A sum of £90 was voted in relief of deserving applicants; seven new life members and thirty new annual subscribers were elected, and other business transacted.

The following notification has been sent to *The Times* by Messrs. Knight, Frank and Rutley:—"The negotiations which have been proceeding, through Sir Howard Frank, between the Duke of Bedford and the Government, for the sale of the freehold site of 11½ acres at the back of the British Museum, to the Government, for the purposes of the University of London, have now been completed, and the contracts have been signed and exchanged."

New Bank Fusion.

The Last of the Private Banks of Issue.

It was officially announced on Wednesday evening that, subject to Treasury sanction, a provisional agreement has been entered into for the amalgamation of the banking business of Messrs. Fox, Fowler and Co. with that of Lloyds Bank. The head office of the firm is at Wellington, Somerset, and there are some fifty-five offices in the West of England.

The amalgamation, says *The Times*, involves the disappearance of the last bank in England and Wales possessing the right to issue its own notes. It is pointed out that the absorption will add about three millions to the deposits of Lloyds Bank. The process of amalgamation has in recent years rapidly reduced the number of private banks having the right of note issue. In 1844, when the Bank Act was passed, there were 207 private banks in England and Wales having the right to issue notes up to an aggregate amount of £5,153,417. In 1901, there were thirty such banks. By November, 1919, the number of banks authorised to issue notes had been reduced to six, the total being £273,076. Now there are none. In the same period of seventy-seven years the note issuing power of seventy-two joint stock banks, fixed at £3,478,230, by the Act of 1844, have also lapsed.

Obituary.

Lord Terrington.

Lord TERRINGTON, says *The Times*, died on Tuesday at his London residence in North Gate, Regent's Park, after an illness of some months.

James Thomas Woodhouse, first Lord Terrington, was born in 1852, the eldest son of Mr. James Woodhouse, a member of a well-known Yorkshire family. He became Mayor of Hull in 1891 and from 1895, in which year he also received a knighthood, until 1906 he sat in Parliament as Liberal member for Huddersfield. For some time he served as Chairman of the Grand Committee on Law.

He was appointed a Railway Commissioner in 1906 in succession to the late Sir Frederick Peel. It was a condition of his appointment that he should give his whole time to the public service, and be available for public work generally, in addition to his ordinary duties as a Railway Commissioner. During the war, the sittings of the Railway Commissioners as such were considerably curtailed, but even during that period Sir James Woodhouse (as he was then) took part in such important cases as the first test case with regard to the 4 per cent: increase in rates which was put in force by British railway companies in 1913. But specific war duties were put upon him as Chairman of the Defence of the Realm Losses Commission; and the Railway Commissioners, as such, also had additional duties placed upon them under the Defence of the Realm (Acquisition of Land) Act, 1916. He was created Baron Terrington of Huddersfield in 1918 in recognition of his services.

As a Railway Commissioner, Lord Terrington admirably justified his appointment. With a legal training and much commercial experience, he had made himself acquainted with the type of questions that come before the Railway Commissioners by sixteen years' service on the Board of the Hull and Barnsley Railway Company as a director representing the Hull Corporation, and by acting as arbitrator in cases relating to railways. He showed a remarkable grasp of practical railway working, and in the most complicated cases displayed the utmost quickness in getting at the real heart of the matters in dispute. His interruptions of counsel, if they may be so termed, were always to the point. He was an ex-president of the Association of Municipal Corporations and a director of the London, City and Midland Bank.

Lord Terrington recently resigned his chairmanship of the Railway Commissioners owing to ill-health. He leaves a widow, two sons, and two daughters. The Hon. Harold J. S. Woodhouse, who succeeds to the title, is a solicitor. He was born in 1877 and married, in 1918, Mrs. Guy Sebright.

The funeral will take place at Chalfont St. Giles, at 3 p.m. on Friday, and a memorial service will be held at St. Margaret's, Westminster, at 12.15 p.m. on the same day.

Legal News.

Information Required.

Mrs. MARY SHAPLEY, deceased, formerly of Teignmouth and Newton Abbot, Devon, but late of 4, Albion-street, Shaldon, Devon, widow of Samuel George Shapley, deceased. Any Solicitor or other person who can give information of or regarding the preparation of any Will or Testamentary Disposition since 1888 of the above deceased is requested to communicate at once with Watts, Woollcombe & Watts, Solicitors, 33, Courtenay-st., Newton Abbot, Devon.

Appointments.

The Board of Trade have appointed Mr. ISAAC DANIEL HOOSON, solicitor, of Wrexham, to be Official Receiver for the Bankruptcy Districts of the County Courts holden at Chester, Bangor, Portmadoc and Festiniog, and Wrexham and Llangollen, as from the 4th February, 1921.

General.

Mr. J. C. Ledlie, Deputy Clerk of the Privy Council, has retired, owing to ill-health, after about ten years' service.

Mr. George Russell Northcote, of Collingham-rd., Kensington, and of New-sq., Lincoln's Inn, Barrister-at-law, left estate of gross value £10,369.

Addressing a mixed jury at Devon Assizes on Monday, Mr. Justice Shearman said, although there were women among the jury, he proposed to continue to address them as "Gentlemen of the jury." If he were at a meeting and a woman presided he would call her "chairman," not "chairwoman." Until any definite practice was settled, he proposed to continue the old practice.

The Times correspondent in Berlin, in a message of 3rd February says the German Imperial Court of Justice has now, according to the *Tagliche Rundschau*, concluded the preliminaries in regard to the first eleven war criminals named by the Allies, and the prosecution is to be proceeded with in four of the cases. It is expected that the trials will begin in March. In an interview with a press representative Dr. Heinze, Minister of Justice, stated that he was doing his best to bring on the trial, but he found the work extremely difficult. Of the selected list of forty-five names thirteen had been immediately deleted because the accused were either dead or not to be traced. The remaining thirty-two cases had been taken in hand. The Allied Governments had been asked for certain particulars, and to these Serbia and Rumania had made no reply at all, while France and Belgium had supplied only partial answers. England alone had sent a complete reply in the seven cases in which she was interested.

In the case of an application made by a prisoner for leave to appeal from his conviction at the Central Criminal Court on a charge of conspiracy and forgery, Mr. Justice Avory, on Monday, in the Court of Criminal Appeal, in refusing the application, said that a serious warning must be given to prisoners who sent in frivolous applications for leave to appeal. A great deal of public time was wasted in considering applications which were without foundation, except, perhaps, on the assumption that the court sat for the re-trial of criminal cases. The duty of the court was to see that

injustice was done to no man. Prisoners must understand that if they made these applications without any good ground the court had power to increase sentences. The court refused the application by Cotton for leave to appeal, and instead of allowing the sentence to run from the date of conviction ordered it to date from the dismissal of the application for leave to appeal.

At Clerkenwell County Court on Wednesday, says *The Times*, His Honour Judge Scully gave a considered judgment in a case under the Rent and Mortgage Interest (Restrictions) Act, 1920, in which Gabriel Michael Phillips, ostrich feather manufacturer, of Shepperton-road, Islington, sued Mrs. Elsia Julia Barnett, of Compayne-gardens, Hampstead, for the return of £350, being a half-year's rent of premises paid to the defendant less such sum as might be found to be the standard rent or rents payable for the half-year. Regarding the contention for the defence that the premises were not subject to the Act because they were new premises which were in course of erection or were erected after 2nd April, 1919, Judge Scully said that he could not agree, because the whole framework of the three old houses out of which the factory was made remained intact except where a comparatively small part of the back walls of two of them have been removed to allow the new additions to open into the ground floor rooms. He gave judgment for the plaintiff for £272, with costs. On the application of the defence, a stay of execution, pending notice of appeal, was granted.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Peterson
Monday Feb. 14	Mr. Church	Mr. Bloxam	Mr. Church	Mr. Goldschmidt
Tuesday 15	Goldschmidt	Borrer	Goldschmidt	Church
Wednesday.... 16	Bloxam	Jolly	Church	Goldschmidt
Thursday 17	Borrer	Synge	Goldschmidt	Church
Friday..... 18	Jolly	Church	Church	Goldschmidt
Saturday..... 19	Synge	Goldschmidt	Goldschmidt	Church

Date.	Mr. Justice Sargant.	Mr. Justice Russell.	Mr. Justice Astbury.	Mr. Justice P. O. Lawrence.
Monday Feb. 14	Mr. Borrer	Mr. Bloxam	Mr. Synge	Mr. Jolly
Tuesday 15	Bloxam	Borrer	Jolly	Synge
Wednesday.... 16	Borrer	Bloxam	Synge	Jolly
Thursday 17	Bloxam	Borrer	Jolly	Synge
Friday 18	Borrer	Bloxam	Synge	Jolly
Saturday..... 19	Bloxam	Borrer	Jolly	Synge

Days and places appointed for holding the Winter Assizes, 1921:—

NORTH-EASTERN CIRCUIT.

Mr. Justice Roche.
Mr. Commissioner Hugo Young.
Monday, February 14th, at Newcastle.
Monday, February 21st, at Durham.
Mr. Justice Greer.
Mr. Commissioner Hugo Young.
Tuesday, March 1st, at York.
Saturday, March 5th, at Leeds.

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Feb. 1.

ALLIANCE VEGETABLE CO. LTD.—Creditors are required, on or before Feb. 23, to send in their names and addresses, with particulars of their debts or claims, to G. D. Haynes, 97, Mortimer-st., W., liquidator.

I. & H. RICHMOND LTD.—Creditors are required, on or before Feb. 22, to send their names and addresses, and the particulars of their debts or claims, to Charles George Morgan, 90, Cannon-st., liquidator.

SUSTENE LTD.—Creditors are required, on or before Feb. 14, to send their names and addresses and particulars of their debts or claims, to Harold E. Clarke, 8, Newhall-st., Birmingham, liquidator.

RUSSIAN INVESTMENT SYNDICATE LTD.—Creditors are required, on or before Mar. 1, to send in their names and addresses, with particulars of their debts or claims, to Harry Nelson Phillips, 49, Finsbury-pavement, E.C., liquidator.

LAINDON CO-OPERATIVE PRODUCE CO. LTD.—Creditors are required, on or before Feb. 25, to send in their names and addresses, and particulars of their debts or claims, to John James, 4, Walbrook, E.C., liquidator.

THOMAS FOXCROFT & SONS LTD.—Creditors are required, on or before Mar. 1, to send their names and addresses, and particulars of their debts or claims, to Chas. Ed. Lewis, 3, King-st., Rochdale, liquidator.

CARSON & BRADBURY LTD.—Creditors are required, on or before Feb. 9, to send their names and addresses, and the particulars of their debts or claims, to James Allen Snape, 5, John Dalton-st., Manchester, liquidator.

London Gazette.—FRIDAY, Feb. 4.

ENGLISH CLOCKS & GRAMOPHONES LTD.—Creditors are required, on or before Mar. 8, to send their names and addresses, and the particulars of their debts or claims, to H. Morgan, 17, Eldon-st., E.C.2, liquidator.

JAMES FAIRHURST LTD.—Creditors are required, on or before Mar. 15, to send their names and addresses, and the particulars of their debts or claims, to John Molyneux, liquidator, c/o W. Stephen France, 4, King-st., Wigan.

ARGENTINE METALS LTD.—Creditors are required, on or before May 7, to send their names and addresses, and the particulars of their debts or claims, to Frederick Addison Bell, Billiter House, Billiter-st., liquidator.

ARAMAYO FRANCKE MINES LTD.—Creditors are required, on or before Mar. 31, to send in their names and addresses, with particulars of their debts or claims, to Henry Francis Ings, 148½ Fenchurch-st., E.C., liquidator.

WALE'S INVULNERABLE TYRE SYNDICATE LTD.—Creditors are required, on or before Mar. 11, to send their names and addresses, and the particulars of their debts or claims, to Mr. H. Voce Thurgood and Mr. A. E. Harris, 11, Queen Victoria-st., E.C.4, liquidators.

London Gazette.—FRIDAY, Feb. 4.

SURREY MANUFACTURING CO. LTD. v. EMMA MIRIAM HAMMERSON. Montague Hammerson, 7, Netherwood-rd., Shepherd's Bush, and 121, Holland-rd., Kensington, Confectioner. On or before Mar. 3, to send by post prepaid to Henri Pierron, 11 & 12, Southcombe-st., Hammersmith-rd., W.14. Mr. Justice Eve and Mr. Justice Peterson, Royal Courts.

Resolutions for Winding-up Voluntarily.

London Gazette.—TUESDAY, Feb. 1.

English Clocks & Gramophones Ltd.
R. L. Nicholson & Co. Ltd.
Elizabeth Ltd.
New Merlin Cycle Co. Ltd.
Potters' (Baddow Gravel Pits) Ltd.
Scuffell's Ltd.
Cuban Central Railways Ltd.
Phœnix Mutual Ltd.
Blackwood (Chester) Ltd.
London Printing Alliance Ltd.
Anglo-Mersing Rubber Estates Ltd.
Bale & Hardy Ltd.
W. Leigh Garrett & Co. Ltd.
Inland Rapid Transport Ltd.
Dear Brothers Ltd.
United Oversea Co. Ltd.
Barham Brothers Ltd.
River Plate Estancia Co. Ltd.
Ninetta Monday Ltd.
The Payze Light Car Co. Ltd.
J. Riddough & Son Ltd.
Berkhamsted Picture Playhouse Ltd.
Shepherd & Blackburn's Cotton Spinning Co. Ltd.
Western Railway of Havana Ltd.
London Bronze & Metal Foundry Ltd.
Anglo-Johore Rubber Estates Ltd.
South Ward Liberal Club Building Co. Ltd.
J. G. Mortimer Ltd.
H. Bloomfield & Sons Ltd.
Foster Estates Ltd.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Feb. 1.

ABNEY, SIR WILLIAM DE WIVELESLIE, Measham Hall, Leicestershire. Mar. 15. S. Stagoll Higham, Berners-st., W.1.

BALL, DONALD STEPHEN, 167, Strand. Mar. 4. Theodore Goddard & Co., Serjeants'-inn.

BARTLETT, MRS. ELIZABETH, Grafton-st., W. Mar. 1. Vallance & Vallance, Essex-st., W.C.2.

BATEMAN, LOUISA, Twickenham. Jas. M. Avery.

BLUNDSTONE, EDWIN RICHARDSON, Hampton Hill. Mar. 14. Godden, Holme & Ward, Old Jewry, E.C.2.

BOLDERO, FREDERICK, Copthall-ct., Stock Broker. Mar. 5. Sole, Turner & Knight, Aldermanbury, E.C.2.

BOONE, JOHN TEMPLE, Clifton, Bristol, Spirit Merchant. Feb. 28. Bolton & Davidson, Bristol.

CLEAVER, WILLIAM, Kingston-on-Thames. Mar. 5. Sole, Turner & Knight, Aldermanbury E.C.2.

DOWSETT, CHARLOTTE, Owlerton, Sheffield. Feb. 26. Wightman & Parker, Sheffield.

ETHERIDGE, JAMES, Billingshurst, Sussex, Farm Labourer. Mar. 1. Percy G. Eager, Horsham.

EVANS, AMELIA CROFT SAMPSON, Maesteg, Glam. Mar. 21. Lloyd & Pratt, Newport, Mon.

FARRER, JAMES EDWARD, Bamford, Derby. Mar. 14. W. Smith & Sons, Sheffield.

FINN, HANNAH, Hove. Mar. 5. E. W. Hobbs & Young, Brighton.

FLETCHER, LOUISA, Shillelagh, Ireland. Feb. 28. Wilson & Schofield, Castleford.

FORSTER, ROBSON CAMERON, Auckland, New Zealand, Butter Merchant. Mar. 11. Pearce & Nicholls, New-ct., W.C.

GIBBONS, THOMAS, Helmdon, Northampton, Carpenter. Mar. 1. Fairfax & Barfield, Banbury.

GOODSON, HENRY SMITH, Putney. Mar. 3. R. S. S. Walker, Arundel-st., W.C.2.

GRIEVE, ALBANY RICHARD, Stroud, Glos. Mar. 1. Simpson & Scott, Chesham, Bucks.

HARDING, JOSEPH, Bath. Mar. 3. Bolton & Davidson, Bristol.

KOPPER, JOSEPH, North Shields. Mar. 5. Brown & Holliday, North Shields.

HERSHAW, JOSEPH, Mirfield, Yorks., Cabinet Maker. Mar. 15. Alfred Wood, Ravensthorpe.

LANFEAR, ALFRED HENRY, Whitchurch, Glam. Feb. 14. C. James Hardwicke, Cardiff.

LAWSON, CLARA ALEXANDRINA WORMALD DE BURGH, Broadstairs. Feb. 26. Baddiley & Co., Doncaster.

LEAH, RACHEL GILBERT, Torquay. Mar. 1. Dymond, Findelsen & Tosswill, Torquay.

LEE, CHARLES, Bath. Mar. 1. Withy & King, Bath.

MOWBRAY, SYDNEY JOHN, Berners-st., Engineer. Mar. 7. Newton G. Driver, Warwick-ct., Gray's Inn, W.C.1.

NAYLOR, NATHANIEL, Newcastle-upon-Tyne, Wholesale Fruit Merchant. Feb. 23. Fred B. Kent, Newcastle-upon-Tyne.

NETTLETON, FRANCIS, Ossett, Colliery Agent. Feb. 28. Tennant, Nevin & Greenwood, Dewsbury.

PECK, MARY, Manchester. Mar. 1. John B. Domakin, Manchester.

POTTINGER, ROBERT WILLIAM, Upper Parkstone, Dorset. Mar. 15. French & Haines, Boscombe, Bournemouth.

POTTS, EDWIN, Moston, Manchester, Cabinet Maker. Feb. 25. Hall, Hawkins, Pimblott, Brydon & Chapman, Manchester.

ROBERTS, WILLIAM JOHN, Thornton Heath. Feb. 28. J. E. Holloway Pike, High Holborn, W.C.1.

ROWE, MISS MARY, Poughill, Cornwall. Mar. 1. Gurney & Craven, Stratton, Cornwall.

SKEARATT, ROSA, Teddington. Mar. 1. Stanley Attenborough & Co., 18, Piccadilly.

SLAUGHTER, RICHARD, Kensington. Feb. 28. Dowsons & Sankey, St. James's-pl., S.W.1.

SWANEY, FRANCIS, Sevenoaks, Kent, J.P. Mar. 5. Sole, Turner & Knight, Aldermanbury, E.C.2.

VERLEY, ERNEST LOUIS, Jamaica, Planter. Mar. 1. Morley, Shirreff & Co., Old Broad-st., E.C.2.

WALTER, RICHARD, South Norwood. Mar. 7. N. Holman Boyns, Harrow-rd., W.9.

WILLIAMS, LOUIS EGERTON VAUGHAN, Natal, South Africa. Mar. 3. Rawle, Johnstone & Co., Bedford-row.

Bankruptcy Notices.

London Gazette.—FRIDAY, Jan. 28.

RECEIVING ORDERS.

AMES, H., Highbury, Civil Servant. High Court. Pet Dec. 9. Ord. Jan. 25.

ANGUS, OLIVE, Hove, Club Proprietress. High Court. Pet. Dec. 31. Ord. Jan. 24.

BARLOW, WILFRED, East Butterwick, Farmer. Great Grimsby. Pet. Jan. 25. Ord. Jan. 25.

BRENNAN, HARRY, Liverpool, Company Housekeepers. Liverpool. Pet. Jan. 25. Ord. Jan. 25.

BULMAN, EDWIN, Bedminster, Bristol, Optician. Bristol. Pet. Jan. 24. Ord. Jan. 24.

BUTTLE, CHARLES R., Aldgate, Factor. High Court. Pet. Dec. 16. Ord. Jan. 25.

BYNG, ARTHUR STANLEY, Bellinger, Hants. High Court. Pet. Jan. 1. Ord. Jan. 25.

COLEBATCH, THOMAS, Stoke Prior, nr. Leominster, Farmer. Leominster. Pet. Jan. 24. Ord. Jan. 24.

CORDINGLEY, BERNARD AUGUSTINE, Beverley, East Riding, Draper. Kingston-upon-Hull. Pet. Jan. 25. Ord. Jan. 25.

CORLETT, JAMES ERNEST, Folkestone, Ladies' Tailor. Canterbury. Pet. Jan. 26. Ord. Jan. 26.

EARL, JAMES, South Bank, Yorks., Chimney Sweep. Middlesbrough. Pet. Jan. 24. Ord. Jan. 24.

FRANCE, FRED, Halifax, Farmer. Halifax. Pet. Jan. 24. Ord. Jan. 24.

FYTCHE, RALPH JASPER LAMBERT, Chalfont St. Peter, Bucks. Aylesbury. Pet. Jan. 10. Ord. Jan. 25.

GANT, ROBERT ADAMS, Herne Hill, Wholesale Millinery. High Court. Pet. Jan. 26. Ord. Jan. 26.

GAYLOR, CHARLES WILLIAM, Fleet, Fishmonger's Roundsman. Guildford. Pet. Jan. 24. Ord. Jan. 24.

GOODWIN, WILLIAM, Saxmundham, Engineer. Ipswich. Pet. Jan. 25. Ord. Jan. 25.

HARDING, W. P., Muswell Hill. High Court. Pet. Sept. 7. Ord. Jan. 26.

HIGGS, G. W., London Wall. High Court. Pet. Nov. 25. Ord. Jan. 26.

HILL, JOHN THOMAS, St. Ives, Cornwall, Wholesale Fish Merchant. Truro. Pet. Jan. 26. Ord. Jan. 26.

LATER, EDWIN, Chorlton-on-Medlock, Wholesale Fish Salesman. Manchester. Pet. Jan. 8. Ord. Jan. 24.

LAWRENCE, AMBURY, Durrington, Builder. Salisbury. Pet. Jan. 25. Ord. Jan. 25.

LEVI, BERT, Barry, Glam., Outfitter. Cardiff. Pet. Jan. 24. Ord. Jan. 24.

LEWIS, PHILIP, Leamington, Picture Frame Maker. Coventry. Pet. Jan. 26. Ord. Jan. 26.

LORD, ALBERT, Burnley, Electrical Contractor. Burnley. Pet. Jan. 25. Ord. Jan. 25.

NORMAN, ALFRED JOHN, Walsall, Tailor. Walsall. Pet. Jan. 24. Ord. Jan. 24.

POTTER, JOHN WILLIE, Oakham, Fruiterer. Leicester. Pet. Jan. 24. Ord. Jan. 24.

PRODGER, DANIEL, Eynsford, Kent. Photographer. Rochester. Pet. Jan. 22. Ord. Jan. 22.

RUSHTON, G. W., Catterick Camp, Yorks. Northallerton. Pet. Dec. 1. Ord. Jan. 24.

SIDDALL, MARY ELIZABETH ALLINSON, Bridlington, Dressmaker. Scarborough. Pet. Jan. 24. Ord. Jan. 24.

SPOSITO, LUCY HELENA, Haymarket, Bristol, Draper. Bristol. Pet. Jan. 24. Ord. Jan. 24.

WADE, THOMAS JOHN, Chesilbourne, Farmer. Dorchester. Pet. Jan. 22. Ord. Jan 22.

WALL, W. G., and LLOYD, Liverpool, Stock and Share Broker. Liverpool. Pet. Jan. 11. Ord. Jan. 25.

WALTERS, BRYANT, Newport, Cinematograph Theatre Proprietor. Newport (Mon.). Pet. Jan. 25. Ord. Jan. 25.

WILKINSON, JONAS, Bradford, Dyer's Labourer. Bradford. Pet. Jan. 26. Ord. Jan. 26.

FIRST MEETINGS.

AMES, H., Highbury, Civil Servant. High Court. Feb. 7 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.

ANGUS, OLIVE, Hove, Club Proprietress. High Court. Feb. 7 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.

BUTTLE, CHARLES RICHARD, Aldgate, Factor. High Court. Feb. 7 at 12.30. Bankruptcy-bldgs., Carey-st., W.C.2.

CARTER, GEORGE, Widnes, Lancs, Grocer. Liverpool. Feb. 4 at 11.30. Off. Rec., Union Marine-bldgs., 11, Dale-st., Liverpool.

EASTWOOD, JAMES, Sheffield, Horse Dealer. Sheffield. Feb. 4 at 12. Off. Rec., Figtree-la., Sheffield.

FRANCE, FRED, Halifax. Halifax. Feb. 4 at 10.30. County Court-house, Prescott-st., Halifax.

GAYLOR, CHARLES WILLIAM, Fleet, Southampton, Fishmonger's Roundsman. Guildford. Feb. 4 at 3. York-rd., Westminster Bridge-rd., S.E.1.

HUGHES, DAVID, Ystrad, Glam, Collier. Pontypridd. Feb. 4 at 11.30. County Court, Court House-st., Pontypridd.

HUTCHINSON, HORACE, BASFORD, Notts, Cabinet Maker, and NEEDHAM, HARRY, Notts. Nottingham. Feb. 8 at 11.30. Off. Rec., Castle-pl., Nottingham.

LEADER, FRED, Barrow-in-Furness, Tailor. Barrow-in-Furness. Feb. 4 at 11.15. Off. Rec., Cornwallis-st., Barrow-in-Furness.

LOCKE, HERBERT JAMES, Marwood, Devonshire, Farmer. Barnstaple. Feb. 7 at 2.30. High-st., Barnstaple.

NEALE, REUBEN, Sherburn-in-Elmet, Motor Engineer. Leeds. Feb. 7 at 11. Off. Rec., Bond-st., Leeds.

NICHOLSON, GEORGE, Warrington, Farmer. Bolton. Feb. 4 at 3. Off. Rec., Byrom-st., Manchester.

PARRY, SARAH ANNIE, Shrewsbury, Milliner. Shrewsbury. Feb. 7 at 12. 22, Swan-hill, Shrewsbury.

PEAKER, HERBERT, Wadworth, nr. Doncaster, Farm Labourer. Sheffield. Feb. 4 at 12.30. Off. Rec., Figtree-la., Sheffield.

POTTER, JOHN WILLIE, Oakham, Rutland, Fruiterer. Leicester. Feb. 4 at 3. Off. Rec., Berridge-st., Leicester.

PRODGER, DANIEL, Eynsford, Kent, Photographer. Rochester. Feb. 4 at 11.30. Off. Rec., High-st., Rochester.

SYKES, HARRY, Huddersfield, Woollen Mill Manager. Huddersfield. Feb. 8 at 10.45. County Court-house, Queen-st., Huddersfield.

TOWLER, JOHN HENRY, Sheffield, Licensed Victualler. Sheffield. Feb. 4 at 11.30. Off. Rec., Figtree-la., Sheffield.

VERITY, FRANK THOMAS, Sackville-st., Architect. High Court. Feb. 7 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.

WEBSTER, WILFRID, Leeds, Carting Agent. Leeds. Feb. 7 at 10.30. Off. Rec., Bond-st., Leeds.

WILLIAMS, DAVID IVOR, Llandilofawr, Farmer. Carmarthen. Feb. 10 at 11. Off. Rec., Queen-st., Carmarthen.

WILKINSON, JONAS, Bradford, Dyers' Labourer. Bradford. Feb. 8 at 3. Off. Rec., Duke-st., Bradford.

ADJUDICATIONS.

BARLOW, WILFRED, Butterwick, Farmer. Great Grimsby. Pet. Jan. 25. Ord. Jan. 25.

BATGER, JOHN, Laurence Pountney-hill. High Court. Pet. Dec. 9. Ord. Jan. 24.

BRAYSHAY, ARTHUR EDWIN, Aston, Public Contractor. Birmingham. Pet. Oct. 27. Ord. Jan. 25.

BRENNAN, HARRY, and BRENNAN, MARY, Liverpool, Company Housekeepers. Liverpool. Pet. Jan. 25. Ord. Jan. 25.

BULMAN, EDWIN, Bedminster, Optician. Bristol. Pet. Jan. 24. Ord. Jan. 24.

BUTTLE, CHARLES RICHARD, Aldgate, Factor. High Court. Pet. Dec. 16. Ord. Jan. 26.

CORDINGLEY, BERNARD AUGUSTINE, Beverley, Yorks, Draper. Kingston-upon-Hull. Pet. Jan. 25. Ord. Jan. 25.

CORLETT, JAMES ERNEST, Folkestone, Ladies' Tailor. Canterbury. Pet. Jan. 26. Ord. Jan. 26.

D'OISY, MARQUIS AMAND EDOUARD AMBROISE MARIE LOUIS, ETTIENNE PHILLIPPE DE-SAINT-ANDRE DE TOUNNAY, St. John's Wood, N.W. High Court. Pet. Dec. 21. Ord. Jan. 25.

EARL, JAMES, South Bank, Yorks, Chimney Sweep. Middlesbrough. Pet. Jan. 24. Ord. Jan. 24.

FRANCE, FRED, Halifax, Farmer. Halifax. Pet. Jan. 24. Ord. Jan. 24.

GAYLOR, CHARLES WILLIAM, Fleet, Fishmonger's Roundsman. Guildford. Pet. Jan. 24. Ord. Jan. 24.

GOODWIN, WILLIAM, Saxmundham, Engineer. Ipswich. Pet. Jan. 25. Ord. Jan. 25.

HILL, JOHN THOMAS, St. Ives, Cornwall, Wholesale Fish Merchant. Truro. Pet. Jan. 26. Ord. Jan. 26.

JACKSON, THOMAS HORATIUS, Bayswater, Editor. High Court. Pet. Jan. 30. Ord. Jan. 22.

JOHNSTON, EDGAR APPS, Golden-sq. High Court. Pet. Oct. 20. Ord. Jan. 22.

KITSON, ARTHUR EUSTON O'NEILL, Leamington, Manufacturer. Warwick. Pet. Jan. 6. Ord. Jan. 25.

LAWRENCE, AMBURY, Durrington, Wilts, Builder. Salisbury. Pet. Jan. 25. Ord. Jan. 25.

LEVI, BERT, Barry, Glam., Outfitter. Cardiff. Pet. Jan. 24. Ord. Jan. 24.

LEWIS, PHILIP, Leamington, Picture Frame Maker. Coventry. Pet. Jan. 26. Ord. Jan. 26.

LORD, ALBERT, Burnley, Electrical Contractor. Burnley. Pet. Jan. 25. Ord. Jan. 25.

MURAT, GUSTAVE, Wilson-st., E.C.2, Merchant. High Court. Pet. Nov. 9. Ord. Jan. 26.

NORMAN, ALFRED JOHN, Walsall, Staffs, Tailor. Walsall. Pet. Jan. 24. Ord. Jan. 24.

PIORNIK, LEON, Manchester, Theatrical Agent. Manchester. Pet. Aug. 30. Ord. Jan. 25.

POTTER, JOHN WILLIE, Oakham, Rutland, Fruiterer. Leicester. Pet. Jan. 24. Ord. Jan. 24.

PRODGER, DANIEL, Eynsford, Kent, Photographer. Rochester. Pet. Jan. 22. Ord. Jan. 24.

SIDDALL, MARY ELIZABETH ALLINSON, Bridlington, Dressmaker. Scarborough. Pet. Jan. 24. Ord. Jan. 24.

SPOSITO, LUCY HELENA, Haymarket, Draper. Bristol. Pet. Jan. 24. Ord. Jan. 24.

STABLEFORD, WILLIAM, Ardingly, Sussex, Farmer. Brighton. Pet. Nov. 25. Ord. Jan. 25.

WADE, THOMAS JOHN, Chesilbourne, Dorset, Farmer. Dorchester. Pet. Jan. 22. Ord. Jan. 22.

WALPOLE, JAMES MARTIN, Southwark, Potato Grower. High Court. Pet. Dec. 20. Ord. Jan. 25.

WALTERS, BRYANT, Newport, Cinematograph Theatre Proprietor. Newport (Mon.). Pet. Jan. 25. Ord. Jan. 25.

WILKINSON, JONAS, Bradford, Dyer's Labourer. Bradford. Pet. Jan. 26. Ord. Jan. 26.

YOUNG, FRANK, Wood-st., Merchant. High Court. Pet. Dec. 15. Ord. Jan. 26.

Amended Notice substituted for that published in the *London Gazette* of Jan. 18, 1921:—

BOORMAN, FREDERICK JOHN, Westcliff-on-Sea, Contractor. Chelmsford. Pet. Dec. 14. Ord. Jan. 14.

ADJUDICATION ANNULLED.

LEWIS, THOMAS HARRY, Kibworth Beauchamp, Leicester, Brewer's Traveller. Leicester. Adjud. Aug. 19, 1903. Annul. Jan. 24, 1921.

ORDER ANNULLING, REVOKING OR RESCINDING ORDER.

MEIRZ, ARCHIBALD CONRAD, Commercial Traveller, Newport. Nature and Date of Order Annulled, Revoked or Rescinded—Receiving Order rescinded and Order of Adjudication Annulled, both dated Mar. 13, 1903. Annul. Dec. 16, 1920.

London Gazette.—TUESDAY, Feb. 1.

RECEIVING ORDERS.

ALFLATT, GEORGE EDWARD, Albert-st., Domestic Woodware Specialist. Nottingham. Pet. Jan. 27. Ord. Jan. 27.

BELL, FREDERIC HUGH, Shoreham, Kent, Grocer. Tunbridge Wells. Pet. Jan. 27. Ord. Jan. 27.

BIRD, REGINALD WALTER, Weston-super-Mare, Export Merchant. Bridgwater. Pet. Jan. 28. Ord. Jan. 28.

EASTWOOD, GEORGE, Emley, Wakefield, Farm Labourer. Wakefield. Pet. Jan. 27. Ord. Jan. 27.

EVANS, WALLACE, Aberavon, Glam, House Furnisher. Neath. Pet. Jan. 28. Ord. Jan. 28.

HAMILTON, CHARLES HENRY, Sunderland, Painter. Sunderland. Pet. Jan. 26. Ord. Jan. 26.

HOWARTH, HERBERT JOSEPH, Blackburn, Builder. Blackburn. Pet. Jan. 13. Ord. Jan. 28.

HODGSON, FRED, Leeds, Wholesale Confectioner. Leeds. Pet. Jan. 27. Ord. Jan. 27.

JACKSON, THOMAS WILLIAM, Ayton, Yorks, Tobacconist. Middlesbrough. Pet. Jan. 27. Ord. Jan. 27.

LINDSEY, SAMUEL GEORGE, Shurdington, nr. Cheltenham, Licensed Victualler. Cheltenham. Pet. Jan. 28. Ord. Jan. 28.

LLOYD, F. W., Bristol, Cotton Merchant. Bristol. Pet. Nov. 5. Ord. Jan. 29.

MAUDE, T. LUPTON, Oxford-tce. High Court. Pet. Dec. 30. Ord. Jan. 26.

MOSER, W. E., Putney, Director. Wandsworth. Pet. Dec. 23. Ord. Jan. 27.

PARRY, JOHN, Pentre, Chip Potato Vendor. Wrexham. Pet. Jan. 27. Ord. Jan. 27.

PAIGE, ALBERT EDWARD, Saltash, Cornwall, House Decorator. Plymouth. Pet. Jan. 28. Ord. Jan. 28.

PEARCE, EDWARD HENRY, Knowle, Bristol, Dairyman. Bristol. Pet. Jan. 29. Ord. Jan. 29.

PLOWRIGHT, MARK MELBOURNE, Sunderland, Grocer. Sunderland. Pet. Jan. 27. Ord. Jan. 27.

SHAW, JACK MARK SHERIDAN, Clapham Park, Music Hall Artiste. Wandsworth. Pet. Jan. 10. Ord. Jan. 27.

SHAW, SARAH JANE, Ashton-under-Lyne, Chip Potato Dealer. Ashton-under-Lyne. Pet. Jan. 27. Ord. Jan. 27.

SLOAN, THOMAS, Kensington, Grocer. Liverpool. Pet. Jan. 11. Ord. Jan. 28.

STOREY, WILLIAM, New Cross, Machine Tool Maker. High Court. Pet. Dec. 17. Ord. Jan. 27.

TAUNT, GEORGE, Wormwood-st., General Merchant. High Court. Pet. Dec. 22. Ord. Jan. 27.
WATSON, EVELYN, Hendon, General Dealer. Sunderland. Pet. Jan. 26. Ord. Jan. 26.
WATSON, JANE AMELIA, Nelson, Potato Merchant. Burnley. Pet. Jan. 28. Ord. Jan. 28.
WILLIAMS, ARTHUR JOHN, Ross, Hereford, Farmer. Hereford. Pet. Jan. 28. Ord. Jan. 28.
Amended Notice substituted for that published in the *London Gazette* of Jan. 25.
LEIPNIK, WALTER RANDOLPH, Sunbury-on-Thames. Kingston. Pet. Nov. 15. Ord. Jan. 20.

FIRST MEETINGS.

BARKER, THOMAS TATTERSHALL, Farmer. Lincoln. Feb. 10 at 12. 4 & 6, West-st., Boston.
BARLOW, WILFRED, East Butterwick, Farmer. Great Grimsby. Feb. 11 at 11. Off. Rec., St. Mary's-chmbrs., Great Grimsby.
BRENNAN, HARRY, and BRENNAN, MARY, Kirkdale, Company Housekeepers. Liverpool. Feb. 9 at 11.30. Off. Rec., Union Marine-bldgs., Dale-st., Liverpool.
BULMAN, EDWIN, Bedminster, Bristol, Optician. Bristol. Feb. 9 at 12. Off. Rec., Baldwin-st., Bristol.
BYNG, ARTHUR STANLEY, Shipton, Bellinger. High Court' Feb. 10 at 12.30. Bankruptcy-bldgs., Carey-st. W.C.2.
DAVIES, JOHN ALBERT, Llandilo, Builder. Carmarthen. Feb. 10 at 2.30. Off. Rec., Queen-st., Carmarthen.
DAVIS, HARRY STANLEY, East Retford, Notts., Poultry Appliance Maker. Lincoln. Feb. 8 at 12. Off. Rec., Bank-st., Lincoln.
EARL, JAMES, South Bank, Yorks., Chimney-Sweep. Middlesbrough. Feb. 10. at 2.15. Off. Rec., High-st., Stockton-on-Tees.
EASTWOOD, GEORGE, Emley, Wakefield, Farm Labourer. Wakefield. Feb. 10 at 11. Off. Rec., King-st., Wakefield.
GANZ, ROBERT ADAMS, Herne Hill, Wholesale Millinery Manufacturer. High Court. Feb. 9 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.
GOODWIN, WILLIAM, Saxmundham, Suffolk, Engineer. Ipswich. Feb. 8 at 11. Off. Rec., Princes-st., Ipswich.
HARDING, W. P., Muswell Hill. High Court. Feb. 10 at 11.30. Bankruptcy-bldgs., Carey-st., W.C.2.
HIGGS, G. W., London Wall. High Court. Feb. 10 at 11. Bankruptcy-bldgs., Carey-st., W.C.2.
JACKSON, THOMAS WILLIAM, Great Ayton, Tobacconist, Middlesbrough. Feb. 10 at 2.45. Off. Rec., High-st., Stockton-on-Tees.
LEWIS, PHILIP, Leamington, Picture Frame Maker. Coventry. Feb. 9 at 12. Off. Rec., The Barracks, Smithford-st., Coventry.
MACKINDER, JOHN GEORGE, Horncastle, Lincoln, General Dealer. Lincoln. Feb. 8 at 12.30. Off. Rec., Bank-st., Lincoln.
MAUDE, T. LUPTON, Oxford-tce. High Court. Feb. 10 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.
MOSER, W. E., Putney, Director. Wandsworth. Feb. 9 at 11.30. York-rd., Westminster Bridge-rd., S.E.1.
NORMAN, ALFRED JOHN, Walsall, Staffs., Tailor. Walsall. Feb. 9 at 12. Off. Rec., Lichfield-st., Wolverhampton.
PHILLIPS, LOUIS, Shepherd's Bush, Manufacturer. Great Yarmouth. Feb. 22 at 12. Lovewell, Blake & Co.'s Office, Southquay, Great Yarmouth.
READ, FRED WILLIAM, East Retford, Licensed Victualler. Lincoln. Feb. 9 at 12. Off. Rec., Bank-st., Lincoln.
ROBERTS, ARTHUR, Derby, Motor Cycle Agent. Derby. Feb. 8 at 12. Off. Rec., Castle-pl., Notts.
ROBINSON, JAMES, Burnley, Merchant Tailor. Burnley. Feb. 11 at 11. Off. Rec., Winckley-st., Preston.
RUSHTON, G. W., Catterick Camp. Northallerton. Feb. 10 at 2.30. Off. Rec., High-st., Stockton-on-Tees.
SHAW, JACK MARK SHERIDAN, Clapham Park, Music Hall Artiste. Wandsworth. Feb. 9 at 11. 132, York-rd., Westminster Bridge-rd., S.E.1.
SPOSITO, LUCY HELENA, Haymarket, Bristol, Draper. Bristol. Feb. 9 at 11.30. Off. Rec., Baldwin-st., Bristol.
STACEY, HARRY, Maidenhead, Berks, Dredger. Windsor. Feb. 10 at 3. 14, Bedford-row, W.C.
STOREY, WILLIAM, New Cross, Machine Tool Maker. High Court. Feb. 9 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.
TAUNT, GEORGE, Wormwood-st., General Merchant. High Court. Feb. 10 at 12. Bankruptcy-bldgs., Carey-st., W.C.2.
VAUGHAN, JOHN, Swansea, General Dealer. Swansea. Feb. 9 at 11.30. Off. Rec., Government-bldgs., St. Mary's-st., Swansea.
VINCENT, PANBY, Neath, Galvanised Sheet Doubler. Neath. Feb. 10 at 11.30. Off. Rec., Government-bldgs., St. Mary's-st., Swansea.

ADJUDICATIONS.

ALFLATT, GEORGE EDWARD, Newark-on-Trent, Domestic Woodware Specialist. Nottingham. Pet. Jan. 27. Ord. Jan. 27.
BELL, FREDERIC HUGH, Shoreham, Kent, Grocer, Draper. Tunbridge Wells. Pet. Jan. 27. Ord. Jan. 27.
BENDEL, LOUIS, Great Yarmouth, Auctioneer. Great Yarmouth. Pet. Nov. 18. Ord. Jan. 27.
BIRD, REGINALD WALTER, Weston-super-Mare, Export Merchant. Bridgwater. Pet. Jan. 23. Ord. Jan. 28.
EASTWOOD, GEORGE, Emley, nr. Wakefield, Farm Labourer. Wakefield. Pet. Jan. 27. Ord. Jan. 27.
EASTWOOD, JAMES, Sheffield, Horse Dealer. Sheffield. Pet. Nov. 29. Ord. Jan. 24.
EVANS, WALLACE, Aberavon, Glam., House Furnisher. Neath. Pet. Jan. 28. Ord. Jan. 28.
HAMILTON, CHARLES HENRY, Sunderland, Painter. Sunderland. Pet. Jan. 26. Ord. Jan. 26.
HEMS, ALFRED EDWARD, Leigh-on-Sea, Traveller. Birmingham. Pet. Aug. 28. Ord. Jan. 27.
JACKSON, THOMAS WILLIAM, Great Ayton, Tobacconist, Middlesbrough. Pet. Jan. 27. Ord. Jan. 27.
LEIPNIK, WALTER RANDOLPH, Sunbury-on-Thames. Kingston. Pet. Nov. 15. Ord. Jan. 31.
LINDSEY, SAMUEL GEORGE, Cheltenham. Licensed Victualler, Cheltenham. Pet. Jan. 28. Ord. Jan. 28.
NICHOLSON, GEORGE, Culcheth, nr. Warrington, Farmer. Bolton. Pet. Dec. 10. Ord. Jan. 27.
PAIGE, ALBERT EDWARD, Saltash, Cornwall, House Decorator. Plymouth. Pet. Jan. 28. Ord. Jan. 28.
PARRY, JOHN, Broughton, nr. Wrexham, Chip Potato Vendor. Wrexham. Pet. Jan. 27. Ord. Jan. 27.
PEARCE, EDWARD HENRY, Knowle, Bristol, Dairyman. Bristol. Pet. Jan. 29. Ord. Jan. 29.
PLOWRIGHT, MARK MELBOURNE, Sunderland, Grocer. Sunderland. Pet. Jan. 27. Ord. Jan. 27.
SHAW, JACK MARK SHERIDAN, Clapham Park, Music Hall Artiste. Wandsworth. Pet. Jan. 10. Ord. Jan. 29.
SUCHOSTAWER, DAVID, Acton, Engineer. Brentford. Pet. Nov. 30. Ord. Jan. 28.
TURNER, HERBERT DICKINSON, St. John's-wood, Solicitor. High Court. Pet. Dec. 8. Ord. Jan. 27.
WATSON, JANE AMELIA, Nelson, Lancs., Fruiterer. Burnley. Pet. Jan. 28. Ord. Jan. 28.
WATSON, EVELYN, Sunderland, General Dealer. Sunderland. Pet. Jan. 26. Ord. Jan. 26.
WILLIAMS, ARTHUR JOHN, Ross, Hereford, Farmer. Hereford Pet. Jan. 28. Ord. Jan. 28.